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J Parker Thomas

3/2/82

THE

CANADIAN CONVEYANCER

AND

HAND-BOOK OF LEGAL FORMS:

COMPRISING A SELECTION OF

CONVEYANCING PRECEDENTS,

CAREFULLY REVISED AND ADAPTED TO THE NEW LAW;

WITH AN INTRODUCTORY TREATISE ON THE LAW
OF REAL PROPERTY IN ONTARIO,

FORMING A COMPENDIUM OF LEGAL INSTRUMENTS FOR THE LAWYER,
JUSTICE OF THE PEACE, CONVEYANCER, ETC.

BY J. RORDANS.

THIRD EDITION, REVISED.

"Clerk, draw a Deed of Gift."—Merchant of Venice.

"And the field, and all the trees that were in the field, that were in the borders round about, were made sure unto Abraham for a possession."—Gen. xxiii., 17.

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PREFACE.

The two former editions of the present work having met with considerable acceptance from the public, and the last having been for some time out of print, the Author has been induced to undertake the task of compiling a new edition, adapted to the present state of Canadian practice, and the recent statutes and decisions upon the subject, and for which his long experience may in some measure qualify him.

The design has not been to interfere with or supersede any established work on Conveyancing, but to compress within the limits of a single volume a large number of Conveyancing Precedents, which have come before the Compiler in his business of a Law Stationer during the last twenty-five years, and which he conceives by a careful revision to be adapted to more extensive usefulness, as an introduction to a more elaborate and scientific system of Conveyancing.

The Compiler would acknowledge the advantage the present edition has derived from the careful revision of the original matter by J. E. Rose, Esq., Barrister-at-Law, whose name will be a sufficient guarantee for the accuracy of that portion of the work.

The alphabetical and other arrangement has been adhered to as the most convenient of reference.

The volume is offered to the Legal Practitioner, Justice of the Peace, Conveyancer, &c., in the hope that it will be found a useful and convenient, as well as correct and reliable, compendium of all ordinary Legal Instruments.

J. RORDANS.

88 King Street East, Toronto,
July, 1879.

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INTRODUCTION

ON THE

LAWS RELATING TO REAL PROPERTY

IN ONTARIO.

In submitting our new book of Forms, we have revised and corrected our synopsis of the real property law which appeared in our last issue, bringing the same down to the year 1879.

The criminal law of England was first introduced by the treaty signed at Paris on the 10th February, 1763. Afterwards certain other laws were introduced from time to time, by proclamations and other official instruments, and especially on the 7th October, 1763, in the reign of George the 3rd.

When the Canadas were separated as to civil rights in 1791, the laws of Canada, that is to say, the French laws, were conceded to Lower Canada, while the civil laws of England were, by express enactment of our own Legislature, declared to be in force in Upper Canada. By 32 Geo. III. cap. 1, and by the Revised Statutes of Ontario, cap. 93, sec. 1, it was enacted that, "In all matters of controversy relative to property and civil rights, resort shall be had to the laws of England, as they stood on the 15th day of October, 1792, as the rule for the decision of the same * * * —except so far as the said laws and rules have been since repealed, altered, varied, modified or affected by any Act of the Imperial Parliament still having the force of law in Ontario, or by any Act of the late Province of Upper Canada, or the Province of Canada, or of the Province of Ontario, still having the force of law in Ontario, or by the Revised Statutes of Ontario."

On that day the unwritten or common law and the written or statute law of England, as it then stood, became law in Upper Canada, and generally speaking no Imperial Statute passed since 1792 has any effect in this province, unless Canada is expressly mentioned or unless re-enacted in our own Parliament. But by the 2nd section of cap. 92, of the Revised Statutes of Ontario, "The Statutes of Jeoffails of Limitations, and for the amendment of the law, excepting those of mere local expediency, which previous to the 17th January, 1822, had been enacted respecting the law of England, and then continued in force shall be valid and effectual for the same purposes in Ontario, excepting so far as the same have since the day last aforesaid been repealed, altered, varied, modified or affected in the manner mentioned in the first section of this Act."

The laws of this Province as to real estate are much more simple than those of the mother country, as this is comparatively a new country. All our titles to real estate are of recent date, and where evidence has been preserved can be traced to the Crown. There are several species of property in England which are not to be met with among us, owing to the difference in the customs and usages existing here from those which exist in the mother country, such as copyholds, advowsons, tithes, rights of common, and rights of common of Turbary, of Piscary, and Pasture, and Seigniories or Lordships; neither have we tenure by customs of Gavelkind, or Borough English, nor are our conveyances subject to the Stamp Duty. Tithes were abolished in this Province by 2 Geo. IV. c. 32.

The periodical revision and consolidation of the Public General Statutes afford greater facility of reference, although to secure accuracy, careful attention must be paid to the repealed as well as to the repealing Statutes.

Real property comprehends all such things as are permanent, fixed, indestructible, immovable, and which cannot be carried out of their place, and is usually denoted by the terms, "*lands, tenements and hereditaments,*" although under the authority of our statutes relating to real property the general denomination "*land*" is often used. It legally includes all houses and other buildings thereon, so that by a conveyance of the land or ground the structures pass therewith, as well as everything else both above and below the surface. *Hereditaments* is the most comprehensive term of the three in signification, and literally embraces whatever may be inherited. The term "*premises*" strictly denotes that which has been before mentioned, and *property* is seldom spoken of as premises unless a description of it is contained in some prior part of the instrument. The terms *messuage or house* comprise all outbuildings, the orchard, yard and garden attached and adjoining thereto; and *appurtenances* embrace all easements attached to or used with the property.

We are bound therefore by the law of England prior to 1792, and it has been the policy to adopt from time to time such improvements as have been made in the English law, so far as they have been applicable to the circumstances of this country.

It follows that the law of real property in this Province in a great measure resembles that of England. It is unnecessary in a synopsis like the present to notice at much length the objects, effects, and operation of the several important Statutes of Uses, DeDonis, Quia Emptores, Wills and Frauds, however interesting to the antiquary and legal student. It is sufficient to remark, that after a lapse of nine or ten centuries, we have come almost back to the same system of unfettered alienation of real property as existed in England before the Norman Conquest and the feudal system. It may appear strange that a common deed of a piece of freehold land in this Province cannot be explained without going back to the reign of Henry the Eighth, when the Statute of Uses was passed (27 Henry VIII. c. 10), that no man is in law the absolute owner of land, and that he can only hold an *estate* in it. One of the objects of the Statute of Uses was, that all uses or equitable estates should become *legal* estates, and subject to the common law rules. Under its provisions an estate of freehold could commence *in futuro* or upon a contingency, whereas at the common law no such thing was permitted. The modern system of alienation is more simple, and tends more to the happiness of the possessor and the increase of the nation's wealth. In this Province we have abolished the law of Primogeniture, though retained in England. The establishment of registry offices in each county secures a public record for titles, certain and convenient of access.

OF TITLE.

On every purchase of real estate or mortgage thereon the purchaser or mortgagee should submit the investigation of the title to some experienced conveyancer, and great care should be taken with regard to wills, many of which being drawn up by the parties themselves, or by persons ignorant of the law, are frequently unskillfully or incorrectly worded. Even in purchasing from the original grantee from the Crown this precaution should be observed.

In all cases a search should be made in the County Treasurer's Office for arrears of taxes or sales for taxes, in the Sheriff's Office for executions against lands, and in the office of the Clerk of the Queen's Bench in Toronto for Crown debts. Before paying over the purchase money or advancing a loan, the deed should be registered and a final search made to ascertain that no conveyance has been recorded or *fi. fa.* lands placed in the Sheriff's hands, since the preliminary investigation. Registration is notice to the world.

All these precautions are requisite, although the purchaser may have from the vendor covenants for title. There are five usual convenants for title in most modern conveyances, namely: That the vendor is seized in fee, that he has good right to convey, for quiet enjoyment, free from incumbrances, and for further assurance. Those as a rule are limited or qualified covenants, that is, covenants limiting the liability to the acts of the vendor. On the other hand, a mortgagor is generally required to give absolute covenants. The vendor should furnish the purchaser with an abstract of all the deeds, wills and other instruments affecting the land, and produce the original title deeds, or account for their non-production.

The furnishing of the abstract is generally waived in simple titles, reliance being had upon the title deeds produced, and on the search in the registry office.

Revised Statutes, cap. 107, sec. 7, provide that "the *bona fide* payment of any money to, and the receipt thereof by any person to whom the same is payable upon any express, or implied trust, or for any limited purpose, and such payment to and receipt by the survivors or survivor of two or more mortgagees or holders, or the executors or administrators of such survivors, or their or his assigns, shall effectually discharge the person paying the same from seeing to the application or being answerable for the misapplication thereof, unless the contrary is expressly declared by the instrument creating the trust or security."

When a sale is made by trustees who have no beneficial interest in the property, they merely covenant that they have done no act to incumber the premises. In some cases it might be advisable to have covenants for title from the person beneficially interested. A person who has bought a piece of land and has taken a deed and given a mortgage thereon for the balance of the purchase money, should be very careful how he disposes of such land before the mortgage has been satisfied. He should have it stated in the deed to the purchaser from him that the land is sold subject to such mortgage. He should consider the solvency of the purchaser, and have inserted in the deed a covenant of indemnity against the mortgage and costs incurred on account thereof. On any sale or mortgage of lands all the title deeds in the hands of the vendor or mortgagor which relate exclusively to the property in question should be handed over to the purchaser or mortgagee. Where the title deeds relate also to other property of greater value than that conveyed, the purchaser is only entitled to a covenant from the vendor for their production, and also to copies thereof at his own expense. The custody of title deeds is, however, of less importance than formerly, since the passing of the late Registry Act (Revised Statutes, cap. 111) hereinafter mentioned, under which duplicate originals of all deeds relating to land are registered at the time of execution. Where the vendor is married the purchaser should see that his wife joins in the deed in order to bar her dower, and care should be taken that both vendor and wife have attained the age of twenty-one years. Purchasers at sheriff's sales should be as careful as in other cases, as the sheriff's deed conveys no better title to the land than the judgment debtor himself had. In a contract for the sale of real estate time is not of the essence of the contract unless so stipulated, but either party has in equity the power to make it so by giving the other reasonable notice to perform his part of the agreement.

On taking an assignment of a mortgage also, much of what has been said will have to be observed.

QUIETING TITLES.

A defective system of conveyancing, as also carelessness in the preservation, and irregularity in the registration, of title deeds, together with incorrect surveys, have rendered many titles unmarketable, and litigious purchasers, especially where purchases have turned out unfavourably, have put the vendor to much expense and then been able to refuse to carry out the purchase because the proofs of title required by law were not forthcoming.

To remedy this defect, the very important and useful statute for quieting titles to real estate in Upper Canada, 29 Vic. cap. 25, was passed, by the provisions of which any person may have any title, legal or equitable, which he claims in any land in Upper Canada, investigated at any time in the Court of Chancery, which Court has framed a set of orders for regulating the proceedings under that Act.

The application is made by petition, a certificate of the filing whereof is required to be registered in the county where the lands are situated, and the petition must be supported by the production of all muniments of title and the certificates and proofs required by the Act, and before a certificate of title is granted by the Court, a notice must be inserted in the *Gazette*, and if the Court so directs, in a local newspaper also.

Where an adverse claimant is known to the Court, notice must be given as prescribed, and finally the Court grants such certificate of title as the circumstances warrant; that is a certificate showing the title as it really exists with all defects which have not been removed during the investigation. Any one purchasing after such certificate is signed, sealed and registered must accept the same as conclusive at law and in equity.

By this Act also, any resident of Upper Canada claiming real estate therein, upon a similar application supported by proper proofs, is enabled to establish his legitimacy or the marriage of himself or of his progenitors, or that he is the heir or one of the co-heirs of any one deceased or that he is a natural born subject of Her Majesty.

It is worthy of note that *for the purposes of this Act*, a married woman is deemed a *feme sole*.

ESTATE FOR LIFE.

This estate arises when a conveyance is made of lands to a man to hold for the term of his natural life or for that of any other person or for more lives than one. When one holds an estate by the life of another he is usually styled a tenant *pur autre vie*, and the other person is called the *cestui que vie*. A grant by deed to a person simply without adding the words "and his heirs," confers an estate for life only. He may part with it if he pleases, but it will terminate at his death into whosesoever hands it may come. Any person remaining in possession of lands after the determination of a life estate, without the consent of the persons next entitled in remainder, is considered a trespasser. A tenant for life has an estate of freehold and he that hath a less estate cannot have an estate of freehold. Some estates which may not last a lifetime, are considered in law as life estates and estates of freehold. Thus an estate granted to a woman during her widowhood, an husband's tenancy by the courtesy, a widow's tenancy in dower, and a wife's jointure, are all in law life estates. A tenant for life has merely a limited interest and cannot of course make any disposition to take effect after his death and cannot make leases to endure beyond his life, unless empowered so to do by the deed or will under which he holds.

ESTATES TAIL.

This is an estate given to a man, and the "*heirs of his body.*" It will descend on the decease of the first owner to all his lawful issue, children, grand-children and remote descendants, so long as his posterity endures in a regular course of descent, but not to collateral relations, and on the other hand, if the first owner should die without issue, his estate will then determine. It may be either in possession or expectancy. A tenant in tail has the power to acquire an estate in fee simple, either in possession or remainder, by *barring* the entail, as it is termed. Revised Statutes, cap. 100, regulate the law as to barring estates tail. Previously to this statute, estates tail were barred by the cumbrous and antiquated machinery of a fine or common recovery. This Act has established the office of *protector*, who is generally the owner of the first existing estate for life, under the settlement prior to the estate tail. When the estate tail is not an estate in possession, but is preceded by a life estate in some other person, the consent of the protector is requisite to enable the tenant in tail to bar the entail and dispose of the lands as a tenant in fee simple, and such consent may be given either by the same assurance by which the disposition is effected or by a distinct deed, and is to be executed on or at any time before the day on which the assurance effecting such disposition shall be made. Every disposition of lands by a tenant in tail, is to be effected by some one of the common assurances to pass an estate in fee simple absolute, but must be by deed and not by will or by contract incomplete. The assurance by deed must also be registered in the Registry Office of the county or city in which the lands are situated, within six calendar months from the execution thereof and the consent of the protector, if given by distinct deed, must also in like manner be registered either at or before the time of registering of such assurance. The protector is under no restraint in giving or withholding his consent, but is left entirely to his own discretion. When the estate tail is in possession, that is when there is no previous estate for life, there can very seldom be any protector, and the tenant in tail may at any time by deed duly registered, bar the entail remainder and reversions at his own pleasure. A tenant in tail is empowered however to make leases without the necessity of registration, for any term not exceeding twenty-one years from the date, or from any time not exceeding twelve calendar months from date, where a rack rent or five-sixth parts of a rack rent shall be thereby reserved.

The above sketch gives a brief and therefore very imperfect view of the provisions of the statute. To secure anything like a correct idea of the law most careful attention must be given to the whole statute.

ESTATE IN FEE SIMPLE.

This is the greatest estate or interest which the Law of England allows any person to possess in land. A tenant in fee simple is one that holds land to him and his heirs, so that the estate descends not merely to the heirs of his body but to collateral relations according to the canons of descent. The unfettered right of alienation, which is now inseparably incident to this estate, is by far its most valuable quality. A tenant in fee simple holds his land free from any qualification or condition, save such as are contained in the Patent from the Crown, and he may alien his estate subject to any conditions not repugnant to law.

Aliens in this Province may hold and transmit real estate as natural born subjects.

Infants or all persons under the age of twenty-one years, and also idiots and lunatics, though they may hold lands, are incapacitated from making a binding disposition of any estate in them. Revised Statutes, cap. 40, contain provisions for the sale of estates of lunatics and infants.

Married women are under a limited incapacity to alienate as will hereafter appear.

And a conveyance can be made only to such *corporations* as are authorised by their Acts of Incorporation to purchase, hold, and convey lands for the uses of the corporation.

Prior to the 15th of August, 1866, Crown debts formed a lien on the lands of the debtor, but by cap. 43 of 29 & 30 Vic. Crown debts were placed on the same footing as obligations entered into between subject and subject. By 36 V. cap. 6, sec. 5 (O), lands theretofore bound were released in so far as the authority of the Government of Ontario extended, except where proceedings had been taken on such obligations. No similar provision as to release exists as to the bonds or obligations given to the Dominion Government.

LIABILITY OF ESTATES IN FEE SIMPLE TO THE PAYMENT OF DEBTS.

This liability is not so extensive in this Province as in England, as we have no statute corresponding with the Imperial Act 3 & 4 Wm. IV. c. 104.

This liability to what may be called an involuntary alienation has been established by slow degrees. It is laid down by Britton, who wrote in the reign of Edward I., that the heir was not bound to pay the debt of his ancestor to any other person than the King, unless the heir were by the deed of his ancestor specially bound to do so. On this footing the law of England long continued. The heir was liable only to the value of the assets which had descended from his ancestor. When the power of testamentary alienation was granted, a debtor who had thus bound his heirs became enabled to defeat his creditors by devising his estate by his will to some other person than his heir, and in this case neither heir nor devisee was under any liability to the creditors. At length by 3 & 4 Wm. & Mary, c. 14, all devises by will are made void as against creditors by specialty, in which the heirs were bound, but not further or otherwise. This statute was made perpetual by 6 & 7 Wm. III. c. 14. A testator may, however, of his own accord by will charge his lands with the payments of his debts, in which case the Court of Chancery allows all creditors to be equally entitled to the benefit, and the lands are then called equitable assets.

The courts in Upper Canada had held, that under the Imperial Act of 5 Geo. II. c. 7, the title of a testator or intestate in real estate in Upper Canada might be seized and sold under a judgment and execution by a creditor of the testator or intestate, recovered against an executor or administrator of the deceased, in the same manner and under the same process that the same could be seized and sold if the judgment and execution had been against the testator or intestate if living, and many sales had taken place and titles been acquired under such proceedings, and it being desirable to quiet the same, it was enacted by 27 Vic. c. 15, entitled, An Act respecting sales of land under execution against executors and administrators, that under the said Imperial Statute the title and interest of a testator or intestate in real estate in Upper Canada might be seized and sold under a judgment and execution recovered by a creditor of the testator or intestate against his executor or administrator, in the same manner and under the same process that the same could be sold under a judgment and execution against the deceased if living. And all such sales theretofore made and titles given thereunder are thereby declared to have passed and conveyed the title or interest of the testator or intestate in his real estate so sold and conveyed as against any objection that might be made, on the ground that real estate could not be seized and sold in manner aforesaid under the said act; Provided always, that that act should not affect any case pending at the time of the passing of the same in or theretofore finally adjudged by the courts of law or equity in Upper Canada.

The lands of a defendant as also a contingent, an executory, and a future interest and a possibility coupled with an interest in any land, whether the object of the gift or limitation of such interest or possibility be or be not ascertained, also a right of entry whether immediate or future, and whether vested or contingent into or upon any land; and also a mortgagor's legal and equitable interest in the lands mortgaged may be sold by the sheriff of the county where the lands lie under an execution against lands; and the moment such execution is placed in the sheriff's hands any land or interest therein as aforesaid of the defendant in that sheriff's county becomes bound for the payment of the judgment upon which such execution has been issued.

Lease-hold interest in lands may be sold under execution against goods. The law is consolidated by cap. 66 of the Revised Statutes.

DESCENT OF AN ESTATE IN FEE SIMPLE.

A person is said to die intestate when he departs this life without having made a will. If he make a will sufficient according to the statute to pass real estate, the latter will be distributed in accordance with the wishes of the testator, but if he does not exercise the right of making a will, then the statute law declares how his real estate shall decend.

There are two acts on the subject in this Province, viz., 4 Wm. IV., cap. 1, and 14 & 15 Vic. cap. 6. As it is very seldom that any case at the present day can be affected by the statute of 1834, the former of such statutes, we content ourselves with giving the course of descent according to the latter statute, stating the order for the sake of clearness as briefly as possible, referring the reader, as particular cases calling for adjudication may arise, to the statute itself. Vide. Rev. Stat. Cap. 105.

The real estate in Upper Canada of all persons dying intestate, after 1st January, 1852, descends as follows:

1. To lineal descendants and those claiming by or under them equally *per stirpes.*
2. To the father.
3. To the mother.
4. To collateral relatives.
5. To the brothers and sisters of the father of intestate, equally if all be living.
6. To their descendants.
7. To the brothers and sisters of the mother of intestate, equally, and their descendants.
8. To the next of kin according to the English Statute of Distribution of Personal Estate, 22 & 23 Car. II. cap. 10.

This Important Act brought in the doctrines of the Civil Law, abolished the right of primogeniture in Upper Canada and enables the half blood to inherit equally with the whole blood, unless the inheritance came by descent devise, or gift of some one of intestate's ancestors, in which case those not of blood of the ancestor shall be excluded. All the children take equally, males and females, as under the Roman Law. Posthumous children inherit equally with those born in the intestate's lifetime. Illegitimate children cannot inherit. Where an inheritance descends to several persons, they take as *tenants in common.* Advancements to children by settlement or portion, are taken into consideration, and affect the shares of the children so advanced, but the maintaining or educating or the giving of money to a child without a view to a portion or settlement in life, shall not be deemed an advancement within the Act. The interpretation clauses should be carefully read in order to see the extent of the meaning of the words used in the Act. It is only in cases of high treason, and of abetting, procuring or counselling the same, that an attainder for felony extends to the disinheriting of any heir or to the prejudice of the right or title of any person other than that of the offender, during his natural life. See 3 Wm. IV, cap. 4. (C.S. U.C. Cap. 116.)

TENURE.

This term is used to denote the manner of holding lands and tenements. The most familiar instance of a tenure is given by a common lease of a house or land for a term of years. This is not however a freehold tenure, as the lessee has only a chattel interest. A tenant in fee simple has a fredhold tenure. The seller or giver of an estate in fee simple, is only a tenant to the Crown, with the liberty of putting another in his place. By 12 Car. II, cap. 24, all the tenures by Knight Service were abolished, and all tenures turned into free and common socage, except copyholds and frankalmoign, and the honorary services of grand sergeantry. But by the Constitutional Act of 31 Geo. III., it is expressly enacted that "all lands which shall be hereafter granted within the Province of Upper Canada, shall be granted in free and common socage in like manner as lands are now holden in free and common socage in that part of Great Britain called England."

Free and common socage in this Province is therefore synonymous with the term "freehold" or "fee simple."

JOINT TENANTS AND TENANTS IN COMMON

A joint tenancy arises where any persons hold property between them in equal shares by purchase, as where two or more persons purchase lands and take a conveyance to them and their heirs. This is a joint tenancy, and the legal estate will go to the survivor. During the time they hold jointly neither of them has an estate in any particular part. Each has the whole with benefit of survivorship unless the tenancy be severed, and has been held to be incapable of devising his respective share by will. On the severance of a joint tenancy, a tenancy in common is created.

By Rev. Stat. Cap. 106, S. 11, wherever, by any letters patent, assurance or will executed after 1st July 1834, land has been or is granted, conveyed, or devised, to two or more persons (other than executors or trustees) in fee simple, or for any less estate it shall be considered that such persons took or take as tenants in common and not as joint tenants unless an intention sufficiently appears on the face of the letters patent assurance or will that they are to take as joint tenants. The proper mode of conveyance from one joint tenant to another of his interest is a deed of release.

Tenants in common take also by purchase but hold by distinct titles and have separate freeholds, being not seized *per mie et per tout* as joint tenants are. Tenancies in common descend to the heirs of each of the tenants because they have several freeholds and not an entirety of interest as joint tenants, and therefore there is no survivorship between them, but each may alienate or devise his moiety to any person. This tenancy is more preferable to a joint tenancy as it is not subject to the right of survivorship.

All joint tenants, tenants in common, coparceners, doweresses and parties entitled to dower, tenants by the courtesy, or other creditors having liens on and all parties whosoever, interested in, to, or out of any lands in Ontario, may be compelled to make or suffer partition or sale of the said lands or any part or parts thereof under the provisions of cap. 101, of the Revised Statutes. A partition may also be voluntarily made by the parties by deed (2 Wm. IV. C. 35.) The proceedings for a compulsory partition are carried on in the Court of Queen's Bench, or Common Pleas, or the Court of Chancery, when the lands are situated in two or more counties; but in the County Court, or in any of the Superior Courts of Law or Equity when the lands are situated in one county only. The proceedings are commenced by filing a petition in any of the said courts, praying that a partition or sale of the lands may be made, and the practice is principally regulated by said cap. 101.

TRANSFER OF REAL PROPERTY.

A feoffment with *livery of seisin* is the most ancient means of conveyance. Seisin signifies the feudal possession, and is to be distinguished from actual or simple possession. Thus a tenant for a term of years has not the feudal possession or freehold, but his possession, like that of a bailiff or servant, is that of his landlord. Livery of seisin is the delivery of the feudal possession. In every conveyance (except by will) of an estate of inheritance the word "*heirs*" is necessary. A deed is a writing sealed and delivered, and the sealing and delivery constitute its execution. By sec. 3, cap. 98, Revised Statutes, a feoffment must be by deed. An *escrow* is a deed delivered conditionally and not with a view to its immediately taking effect. If the condition be performed the delivery thus becomes complete and the deed ceases to be an escrow.

The usual mode of conveyance in this Province is by what is known as the Statutory Conveyance—the operative word in which is "grant." See cap. 102 Revised Statutes. Considerations in a deed are either good or valuable. A good consideration is founded upon natural love and affection between near relations by blood. A valuable consideration is founded on something deemed valuable, as money, goods, services or marriage.

Every deed or contract is void when made for fraudulent purposes, or in violation of law, and by 13 Eliz. c. 5, conveyances of landed estates and also of goods made for the purpose of delaying, hindering or defrauding creditors, are void as against them unless made upon valuable consideration and *bona fide* to any person, without notice of such fraud. And by a subsequent statute 27 Eliz. c. 4, *voluntary* conveyances of any estate in lands are also void as against subsequent purchasers for valuable consideration.

The Insolvent Act of 1875 declares all conveyances made in contemplation of insolvency an unjust preference and void. See Davidson v. Ross, 24 Gr. p. 22. Revised Statutes, cap. 95, enact that all corporeal tenements and hereditaments shall, as regards the conveyance of the immediate freehold thereof, be deemed "*to lie in grant as well as in livery*," that is to say, shall require a deed in writing and under seal for their effectual conveyance. It further enacts, that a feoffment otherwise than by deed shall be void at law, and that no feoffment shall have a "*tortious operation*," that is to say, the feoffee shall not take an estate larger than that possessed by the feoffor. A reference is here made to the previous law under which if a tenant for his own life should have made a feoffment for an estate in fee simple the feoffee would not thereby have acquired an estate for the life of the feoffor, but would have become seized of an estate in fee simple *by wrong*. By the same statute it is also enacted, that a *partition* and *exchange* of any land and lease required by the law to be in writing of any land, and an *assignment* of a *chattel interest* in any land, and a *surrender* in writing of any land not being an interest which might by law have been created without writing shall be void unless made by deed. That a contingent, an executory, and a future interest, and a possibility, coupled with an interest in any land, whether the object of the gift or limitation of such interest or possibility be or be not ascertained, and also a right of entry, whether immediate or future, and whether vested or contingent into and upon any land, may be disposed of by deed, and that neither the words "*grant*" or "*exchange*" in any deed shall create any warranty or right of re-entry or covenant by implication, except in cases where by any act in force in Ontario it is declared that the word "grant" shall have such effect. The same statute declares that any corporation aggregate in this Province capable of taking and conveying land shall be deemed to be capable of doing so by deed of bargain and sale, in like manner as any person in his natural capacity, subject nevertheless to any general limitations or restrictions as to holding or conveying real estate which may be applicable to such corporations. Formerly a corporation could not convey by bargain and sale, because they could not be seized of a use or trust for another person. A deed of bargain and sale does not require registration as indispensable to render it a valid conveyance, but the necessity of registration is to prevent a subsequent purchaser from gaining priority.

Until the passing of 9 Vic. c. 6, (Revised Statutes, cap. 102), commonly called, "*The Act to facilitate the conveyance of Real Property*," forms of deeds in use in this Province were comparatively long and cumbrous. Deeds under this statute are called "*Statutory Deeds*," are much shorter than the old form although in effect the same, and since the passing of the late Registry Act have come into general use in the Province on account of the saving of expense in their registration. There are two schedules to the act, the one containing the covenants in the short the other the long form. The act then enacts, that any deed made in pursuance of that statute or referring thereto, and containing the short covenants, shall be taken to have the same effect and be construed as if containing the covenants in the long form. It also enacts that a deed or part of a deed failing to take effect by virtue of the act shall still be as valid as if the act had not been passed.

The Act 14 & 15 Vic. c. 8, (Revised Statutes 105), is the corresponding act with respect to leases, and the provisions are of the same nature, but it may be useful to notice the effect of some of the usual covenants in a statutory lease, so that a lessee may know what constitutes a breach of them. The short form of covenant to pay taxes includes all taxes, whether parliamentary, municipal or otherwise, whether charged upon the premises or the lessor in respect thereof. The covenant not to cut down timber does not prevent the lessee from cutting timber for necessary repairs, firewood, or for the purpose of clearance. The notice to repair must be in writing and left at the premises, and the lessee has after such notice three calendar months to make such repairs. The consent to assign or sub-let must be in writing. The covenant that the lessee will leave the premises in good repair is subject to the exceptions of reasonable wear and tear and damage by fire, while the preceding covenants to repair and repair according to notice are unqualified. Every conveyancer should see that the same qualification is made of these covenants as is made of the covenant to leave in good repair else the lessee may be compelled to rebuild in case the premises be consumed by fire. Every lessee should have a proviso inserted in his lease, that the rent shall in case of destruction by fire cease from and after the happening thereof, otherwise he may be compelled to pay rent during the remainder of the term, although the premises may prove a total loss. The proviso for re-entry by the lessor on non-payment of rent, comes into operation at the end of fifteen days after any of the days on which the rent ought to have been paid, and no demand of such rent is necessary; and for non-performance of covenants, it comes into operation at any time after such breach or non-performance. Although the landlord under this covenant has the right of re-entry, it is, however, necessary for him to bring an action of ejectment to recover possession of the premises, or proceed under the Over-holding Tenancy Act.

If a tenant holds the premises demised beyond his term, he is called an *over-holding tenant*, and may be proceeded against under the 27 & 28 Vic. cap. 30, (Revised Statute, cap. 107), under the provisions of which Act, the Judge of the County Court where the lands lie has power to deal summarily between the landlord and an over-holding tenant, and where no "colour of right" is shown the Judge will issue process to the sheriff of his county to turn out the over-holding tenant forthwith.

The statutes regulating conveyances by married women seized of or entitled to real estate in their own right in Upper Canada, are 59 Geo. III. cap. 3; 1 Wm. IV. cap. 2; 14 & 15 Vic. cap. 115, and 29 Vic. cap. 28, (Revised Statutes, caps. 125, 126 and 127.) According to these statutes, the married woman must be twenty-one years of age and must convey the land by deed executed by her in her proper person or by her attorney duly appointed by power or attorney, jointly with her husband, unless she obtain an order from the Judge permitting her to execute the deed alone. Revised Statutes, cap. 127.

An important enactment of the session of 1865 is the Act to amend the Law of Property and Trusts in Upper Canada, 29 Vic. cap. 28 (Rev. Stat., cap. 107, s. 35), and among its most useful provisions it provides that trustees, executors, &c., may apply by petition to the Court of Chancery, for opinion, advice, &c., as to the management of Trust Property, adopting the provisions of the Imperial Acts 22 & 23 Vic. cap. 35.

A WILL OF LANDS.

The right of testamentary alienation of lands is a matter depending upon Acts of Parliament, viz. 32 Henry VIII. cap. 1 (the Statute of Wills) explained by 34 & 35 Henry VIII. cap. 5, 12 Car. II. cap. 24, and by "The Wills Act of Ontario." By sect. 10, every person may devise all real and personal estate to which he may be entitled at the time of his death and which otherwise would devolve upon his heir-at-law, or upon his executor or administrator. After-acquired property also will pass. By sect. 11, wills made by persons under 21, are declared invalid. By sect. 9, s. s. 4, "Person" and "Testator" are declared to include a married woman, so that as to will since 1st January, 1874, married women are placed on the same footing as any other person, an evidence of that increasing civilization which tardily recognizes the fact that a married woman is a person. By sect. 5, wills executed after 6th March, 1834, and prior to 1st January, 1874, are valid, if executed in presence of two or more witnesses, who have signed in the presence of each other, although not in the presence of the testator.

By sect. 12, since 1st January, 1874, a will to be valid, *whether of personalty or realty*, must be in writing, signed at the foot or end thereof by the testator, or some one in his presence and by his direction, and such signature must be made or acknowledged by the testator, in presence of two or more witnesses, present at the same time, who shall subscribe the will in the presence of the testator—but no form of attestation shall be necessary. By sect. 14, it is declared that soldiers being in actual military service, and mariners, or seaman being at sea, may dispose of their personal property as before the passing of this Act.

By section 17, gifts to a witness or husband or wife of a witness, are declared invalid, and the will valid.

By sect. 20, wills are declared revoked by marriage with certain exceptions in favour of wills made in the exercise of a power of appointment. And that whenever land shall be devised in a will, it shall be considered that the devisor intended to devise all such estates as he was seized of in the same land, whether fee simple or otherwise, unless it appears upon the face of such will that he intended to devise only an estate for life, or other estate less than he was seized of at the time of making the will. The Statute of Frauds, it may be observed, requires that the witnesses should be credible. Under the Provincial Act, however, the incompetency of the witnesses at the time of the execution of the will or at any time afterward, is not sufficient to make the will invalid. Creditors also are good witnesses, although the will contains a charge for the payment of debts, and the mere circumstance of being appointed an executor, is no objection to a witness. It may be mentioned, however, that the statute authorizing the devise of lands by married women does not require the witnesses to sign in the presence of the testratrix or of each other. As a will does not take effect until the decease of the testator, it may in the meantime be revoked, and this may be done in various ways, as by marriage, or by burning, tearing or otherwise destroying the same, by the testator or some one in his presence and by his direction, with the intention of revoking the same, and also by any writing executed in the same manner as a will and declaring an intention to revoke, or by a subsequent will or codicil executed as before. By sect. 23, it is declared that no alteration, interlineation, or other alteration, made in any will after execution, shall have any effect except so far as the words or the effect of the will are not apparent unless the alteration be executed in like manner, as required for the execution of the will. The signatures of the witnesses and testator are well placed if made in the margin or some other part of the will, opposite or near to such alteration, or at the foot or end of, or opposite to a memorandum referring to such alteration, and written at the end or in some other part of the will. Where a codicil is added, it is considered part of the will, and the disposition made by the will is not disturbed further than is necessary to give effect to the codicil. The testator may, if he choose, part with any of the property comprised in his will before his death, and this is called *ademption.* The failure of a devise by the decease of the devisee in the testator's lifetime, is called a *lapse* of the devise, and this is not prevented by the lands being given to the devisee and his heirs.

In the construction of wills, the courts have always borne in mind that a testator may not have had the same opportunity of legal advice in drawing his will as he would have had in executing a deed, and the first maxim of construction accordingly, is that the "*intention of the tes-*

tator ought to be observed." In a deed, on the other hand, technical words are always used. If a testator devise land to the person who is heir-at-law, it is provided by 4 Wm. IV. cap. 1, that such heir takes as devisee and not by descent

As soon as possible after the testator's death, the will should be proved in the proper Surrogate Court, and wills or devises affecting lands should be registered in the Registry Office where such lands are situated. A will, however, or probate, if recorded within twelve months after the death of the testator, will be as valid against subsequent purchasers as if the same had been recorded immediately after such death. Further time may be allowed for registration in certain cases of inability to record the will by reason of its being contested, or by any other inevitable difficulty without the devisee's wilful neglect or default, in which case it will be sufficient to register within 12 months after removal of the impediment. Rev. Stat. cap. 111, s. 75.

MUTUAL RIGHTS OF HUSBAND AND WIFE.

1. *Rights of the husband in respect of the lands of his wife.*

By the act of marriage at the Common Law the husband and wife become in law one person, and so continue during the marriage. The wife is, as it were, merged in the husband, and before the statutes hereafter mentioned the husband was entitled to the whole of the rents and profits arising from his wife's lands, and acquired a freehold estate therein during the continuance of the marriage. But property might then, and may still be vested in trustees for the separate use of an intended wife making provision for her independent of the debts and liabilities of the husband.

Another consequence of the unity of husband and wife was the inability of either of them to convey to the other. But a man might, and still may leave lands to his wife by his will. And by means of the Statute of Uses a man might, and may still convey lands to a third person in trust for the use of his wife.

By the Statutes 22 Vic. cap. 34, and 35 V. (O) cap. 16, Rev. Stat. (O), cap. 125, very important alterations were made in the law relating to married women's rights in property.

By the provisions of these statutes, any woman, who married on or before the 4th of May, 1859, whose husband had not previous to that day, by himself or his tenants, taken possession of her real property, and any woman who married since that time, and prior to 2nd March, 1872, may hold all her real estate acquired in any way before or after marriage, except property received by a married woman from her husband during coverture, and except also property included in or affected by her marriage contract or settlement, free from her husband's debts contracted since the passing of the Act, and from his control or disposition, in as full a manner as if she were unmarried, except only that it shall be liable under execution against her husband for her *torts*. The real estate of any woman married after 4th March, 1872, may also be held by her free from any estate therein of her husband during her lifetime, and from his debts and obligations, and from any claim or estate by him as tenant by the curtesy; but this shall not prejudice any claim of the husband as tenant by the *curtesy* in any real estate of the wife which she has not disposed of *inter vivos* or by will. But this or any other estate which the husband may by virtue of his marriage be entitled to in the property of his wife, shall not during her life be subject to his debts. A married woman's property not settled by ante-nuptial contract is liable for her debts contracted before marriage in all cases where the marriage was since the 4th May, 1859, and in case of marriage settlement on the husband the husband is liable for such debts to the extent of the property taken under such settlement.

A tenancy by the curtesy occurs where the husband survives his wife, in case he has had issue by her born alive who might by possibility have inherited the estate as her heir. He thus becomes entitled to an estate for the residue of his life in such lands of his wife as she was solely seized of in fee simple, or fee tail in possession. If the wife's estate should be *equitable* only, her husband will be entitled to this estate in the same way. The wife's estate must be a several one or else held under a tenancy in common, and must be an estate in possession.

2. *Rights of the wife in the lands of her husband. Dower.*

Rev. Stat. (O), cap. 126.

By the act of marriage the wife becomes entitled to an estate for life upon surviving her husband in a third part of all estates of inheritance of which he was solely and legally seized at any time during the marriage, and which her issue by this marriage might by possibility have inherited. This interest of the wife is termed her dower. Where there is an exchange of lands the widow may elect from which of the lands she will have her dower. In regard to the husband's seisin the law has been altered by our statute, 4 Wm. IV. cap. 1, sec. 14, of which gives the wife dower without seisin, if the husband shall have been entitled to a right of entry or action, provided such dower be sued for or obtained within the period during which such right of entry or action might be enforced. Under the same statute widows are entitled *in equity* to dower, also in "*equitable estates in possession,*" except an estate in joint tenancy. Dower is not recoverable out of land which, when aliened or at the time of the death of the husband, was in a state of nature and unimproved by clearing, fencing or otherwise, for the purposes of cultivation or occupation. A woman may bar her dower by joining in her own proper person or by her attorney, with her husband in a deed of conveyance thereof in which a release of dower is contained. A married woman may also bar her dower by executing, in her own proper person or by her attorney, either alone or jointly with other persons, a deed to which her husband is not a party, containing a release of such dower. Where the husband is not a party the order of the Judge must be obtained to give effect to the deed or power of attorney. See "The Married Women's Real Estate Act," cap. 127, Rev. Stat. (O).

No arears of Dower, nor any damages on account thereof, can be recovered for a longer period than six years.

INCORPOREAL HEREDITAMENTS.

An incorporeal hereditament is a right issuing out of a thing corporate, whether real or personal, or concerning or annexed to, or exercisable with the same, as a rent issuing out of lands or houses or the like. Reversions, remainders, executory interests, rights of way, and annuities are all examples of incorporeal hereditaments. They must be conveyed by deed or will. This kind of property is not of a visible and tangible nature, and does not in itself admit of actual delivery.

A TERM OF YEARS.

The two principal interests of a personal nature derived from landed property, are, a term of years and a mortgage debt.

And first, a *term of years* may be created by an ordinary lease, by settlement, will or mortgage deed. All terms of years, of whatever length, possess the same attributes in the eye of the law, whether for one or a thousand years.

A tenancy at will may be created by parol or by deed. It arises when a man lets land to another to hold at the will of the lessor. The tenant may be evicted whenever his landlord pleases, and the tenant himself may leave at any time. This kind of tenancy is very inconvenient and seldom adopted.

A tenancy by sufferance, is where a person who has originally come into possession by a lawful title holds over after his title has determined. A special remedy against *over-holding tenants*, is provided by the Canadian Statutes, 4 Wm. IV. cap. 1, and 27 & 28, Vic. cap. 30. Rev. Stat. (O), cap. 137.

A lease from year to year is a mode of letting very commonly adopted. Its advantage is that both landlord and tenant are entitled to notice before the tenancy can be determined by either of them. This notice must be given at least six months before the expiration of the current year of the tenancy. A yearly tenancy can be created by parol or word of mouth, if the rent reserved amount to two-thirds at least of the full improved annual value of the lands; for if the rent do not amount to so much, the Statute of Frauds declares that such a parol lease shall have the effect of a *lease at will* only. A lease from *year to year* reserving a less rent, must be by deed. A lease at an annual rent made generally, without expressing it to be at will, and without limiting any certain period, is a lease from year to year.

A lease for a fixed number of years may, by the Statute of Frauds, be made by parol, if the term do not exceed three years from the making thereof, and if the rent reserved amount to two-thirds at least of the full improved value of the land. Leases for a longer term or at a lower rent, are required to be in writing and to be made by deed. See Rev. Stat., (O), cap. 98.

There is, as before mentioned, no limit to the number of years for which a lease may be granted, so long as there is a fixed time at which the term must end and from which it is to begin, and this latter may be at a future period. The leasee is liable on his express covenants during the continuance of the term, notwithstanding any assignment which he may make; but the assignee is only liable for such covenants as run with the land, which may be broken during the time the term may be vested in him, and not after he has assigned it over to another. On assigning leasehold premises, therefore, the assignee should enter into a covenant with the assignor to indemnify him against the payment of rent and performance of covenants contained in the lease. Covenants which are binding on the assignee are said to *run with the land.*

Assignments of a chattel interest in any lands are also required to be by deed by Rev. Stat. (O), cap. 98. Leasehold estates may be bequeathed by will. They are considered as personal property and devolve in the first place on the executor or administrator. A tenant for a term of years may, unless restrained by express covenants, make an underlease for any part of his term. Any assignment for any less period than the whole term, is in effect an underlease. But an underlease which comprises the whole term of the underlessor and more properly called an assignment of the lease, gives him no right to destrain for rent reserved since it leaves in him no reversion to which the rent can be incident. Between the original lessor and an underlessee, no *privity* is said to exist, and consequently the original lessor's remedy for any breach of the covenants contained in the original lease, is only against the original lessee or any assignee of the whole term.

A surrender of a term is also required by Rev. Stat. (O), cap. 98, to be by deed. If an estate of freehold should be vested in any person who at the same time is possessed of a term of years in the same land, and no other estate should intervene, the estate of freehold will swallow up the term which will, as it is expressed, become *merged* in the freehold.

Leases for a term not exceeding seven years, when the actual possession goes along with the lease, need not be registered.

Attornment is the consent of a tenant to become the tenant of another landlord, and was formerly necessary to the validity of the grant of the reversion. Its necessity, however, in nearly every case, was abolished by 4 Anne, cap. 16. Notice should be given to the tenant, as prior to such notice he may pay to the prior owner.

MORTGAGES.

A mortgage debt is an interest in land of a *personal* nature. It is the conveyance by the mortgagor of his estate to the mortgagee in fee simple, or by demise for a term of years as a security for the payment of a sum of money with a condition that the instrument shall be void or that the mortgagee shall re-convey the premises upon payment of the mortgage money and interest within a limited time. Upon the failure of this condition, called the proviso for redemption, the mortgagee's estate becomes absolute at law, and he may recover possession of the premises by ejectment without any demand of possession. If, when the day of payment comes, the mortgagor should repay the mortgage money and interest, the mortgagee or, in case the mortgage has been assigned, then the person entitled to the mortgage money must discharge the mortgage at the mortgagor's expense. This is done by a certificate of discharge of mortgage under the late Registry Act.

From the date of the mortgage the legal estate in fee simple belongs to the mortgagee, and the mortgagor is thenceforward unable to create any legal estate or interest in the premises. Although the day fixed for payment of the money has passed, the mortgagor has still a right to redeem the premises on payment of principal, interest and costs up to the time of payment. This right to redeem is called the mortgagor's *equity of redemption*, and no agreement with the mortgagee expressed in any terms however stringent can deprive the mortgagor of this equitable right on payment within a reasonable time. But the mortgagor's right will be barred by the Statute of Limitations after 10 years from the time the mortgagee takes possession of the mortgaged premises. When the mortgagee is in possession, the Court of Chancery will compel him to keep a strict account of the rents and profits. If the mortgagor does not repay the amount on the day fixed for payment, the mortgagee can file a bill of foreclosure in the Court of

Chancery against the mortgagor at any time within 10 years next after the last payment of any part of the principal or interest secured by the mortgage, in order that the mortgagee's estate in fee simple in the premises conveyed to him when the mortgage was first executed may be made absolute. The Court of Chancery, however, can direct a sale of the property at the request of either party. The action at law on the covenant is not barred until after the lapse of 20 years.

In addition to the remedy by foreclosure, involving as it does, the necessity of a suit in Chancery, a more speedy and sometimes less expensive remedy is often provided by inserting a power of sale in the mortgage, giving the mortgagee power to sell the premises in case of default in payment. This course prevents the delay of applying to the Court of Chancery. The mortgagee is a trustee, and it is contrary to a well-known rule in equity for a trustee to purchase the estate; and if a morgagee purchases the estate under a power of sale contained in his mortgage he still continues mortgagee, and is liable to be redeemed by the mortgagor. *Watkins* v. *McKellar*, 7 Grant, 584. A *mortgagee* may also, on default being made, serve a notice on the person in possession to pay all rents to the mortgagee; and he may sue the tenant for use and occupation of the premises. A mortgagee after default, has three remedies in order to obtain his rights. 1st. To foreclose. 2nd. To sue at common law, on the covenant to pay contained in the mortgage, and 3rd, To bring ejectment against the mortgagor or those in possession. By foreclosure alone the mortgagee takes the land, and it becomes his own absolutely.

By Rev. Stat. (O), cap. 99, s. 5, executors are empowered to convey, assign, release or discharge the mortgage debt and the legal estate in the land.

By Rev. Stat. (O), cap. 104, similar provisions are made as in the case of the statutes authorizing short forms of conveyance, and short forms of lease. By the provisions of this Act that cumbrous verbiage which is for the most part only intelligible to a mind trained in the law, is dispensed with; and a few simple and clearly understood words are declared to mean all that is stated in the long covenants. Reference should be made to the full covenants in the statute, as otherwise misconception of the force of the covenant is probable. This also, as before mentioned, now that duplicate originals of all deeds are registered in full, effects a considerable saving in the item of registration.

An *equitable mortgage* is defined to be a *deposit of title deeds* without any writing as security for a debt or loan of money.

The Registry Act, Rev. Stat. cap. 111, enacts that no equitable lien, charge or interest affecting land shall be declared valid in any Court in this Province as against a registered instrument, executed by the same party, his heirs or assigns, and "*tacking* shall not be allowed in any case to prevail against the provisions of this Act."

By 14 & 15 Vic. cap. 45, any mortgagee or any assignee of a mortgage, may receive from the mortgagor or his assignee, a release of the equity of redemption, or may purchase the same under any judgment, decree or execution, without merging the mortgage debt as against any subsequent incumbrancer, or person having a charge on the same property.

Leaseholds are also frequently the subjects of mortgage. The term of years of which the estate consists is assigned by the mortgagor to the mortgagee, subject to a proviso for redemption or re-assignment, on payment at a given time by the mortgagor to the mortgagee, of the sum advanced with interest. As the mortgagee is assignee of the term, he will be liable to the lessor during the continuance of the mortgage, for the payment of rent and performance of covenants in the lease; and against this liability the covenant of the mortgagor is his security. To obviate this liability, where the rent and covenants are onerous, mortgages of leasehold are frequently made by ay of *demise or underlease* for the residue of the term, less a few days at a nominal rent. By this means the mortgagee becomes tenant only to the mortgagor, and no privity is created with regard to the lessor.

OF TITLES BARRED BY LAPSE OF TIME AND OF THE LIMITATION OF ACTIONS.

By Rev. Stat. (O), cap. 108, no person shall make any entry or distress, or bring any action for the recovery of land or rent, but within 10 years next after the time at which the right to make such entry or distress, or bring such action shall have first accrued to him or to some person through whom he claims. But a written acknowledgment of the title of the person claiming will extend the time to 10 years from such acknowledgment. If when the right first accrues, the person entitled should be under disability, by reason of infancy, coverture, lunacy or absence from the Province, 5 years are allowed from the time the person entitled shall have ceased to be under disability notwithstanding the period of 10 years may have expired, yet so that the whole period do not, including the time of disability, exceed 20 years.

Sec. 17 enacts that in case of lands granted by the Crown of which the grantee has not taken actual possession, and some other person not claiming under such grantee has been in possession, then unless such grantee had knowledge of the land being in the possession of such other person, the lapse of 20 years shall bar the right of such grantee to bring ejectment to recover the land.

Lands of the Crown not duly surveyed and laid out, are also excepted from the above provisions, in accordance with the maxim, "No time runs against the King." But by the 9 Geo. III. cap. 16, the Queen's prerogative is limited to 60 years. By Revised Statutes (Ontario), cap. 108, s. 19, it is also enacted that whenever a mortgagee has obtained possession of the land comprised in the mortgage, the mortgagor shall not bring a suit to redeem, but within 10 years next after the time when the mortgagee obtained possession or next after any acknowledgment of the title of the mortgagor or his right to redeem. The mortgagee has also 10 years, from the last payment of mortgage money, within which to bring his suit to foreclose or recover such land.

Money secured by mortgage, judgment or lien or otherwise charged upon or payable out of land and also legacies, are to be deemed satisfied at the end of 10 years, if no interest should be paid or acknowledgment in writing given in the meantime.

The several lengths of uninterrupted enjoyment which will render indefeasible, rights of way or other easements, water-courses, the use of any water and the use of light for buildings, are regulated by the same statute. By the same statute no arrears of rent or of interest in respect of any sum of money charged upon or payable out of any land, or rent, or in respect of any legacy or any damages in respect of such arrears of rent or interest, shall be recovered by any distress, action or suit, but within six years after the same respectively became due, or next after an acknowledgment in writing.

The same statute enacts that no person claiming any land or rent in equity, shall bring any suit to recover the same, but within the period allowed at law.

In every case of a concealed fraud, sec. 32 enacts that the right in equity to bring a suit for the recovery of any land or rent of which one may have been deprived by such fraud, shall be deemed to have first accrued at and not before the time at which such fraud shall, or with reasonable diligence, might have been first known or discovered, unless in the case of a *bona fide* purchaser for valuable consideration and without notice.

REGISTRATION OF TITLES TO REAL ESTATE.

The registry of any instrument affecting lands will in equity constitute notice of such instrument to all persons claiming any interest in such lands, subsequent to such registry.

Priority of registration will in all cases prevail, unless before such prior registration there shall have been actual notice of the prior instrument to the party claiming under the prior registration.

The Revised Statutes, cap. 111, now comprises the whole Registry Law as it exists in this Province.

By its provisions there is to be a "separate Registry Office in every riding, county, union of counties and city in Upper Canada." A registrar is appointed for each whose duty it is to attend at and keep his office open each day from 10 to 4 o'clock, holidays excepted, and no instrument shall be registered by him on any holiday, nor received except within such mentioned hours.

Grants from the Crown are now registered in the County Registrar's Office, and any instrument whatever, in any manner affecting land in Upper Canada, either in law or equity, may now be registered, and all instruments are registered at full length.

The registration of Crown Grants is done by producing the original to the registrar and filing a true copy thereof, sworn to by some one who has compared the same with the original. All other instruments, except wills, are registered by depositing with the registrar the original or a duplicate, with the necessary affidavits. Wills should in every case be registered within one year after the death of the testator, and are registered by producing the original and filing with the registrar a true copy, accompanied by an affidavit of one of the witnesses to the will, proving its execution, or by the production of probate or letters of administration with the will annexed, under the seal of any Court in this Province, or in Great Britain and Ireland, or any British Colony, Province or Possession, having jurisdiction therein, and by filing a copy of such probate or letters and an affidavit verifying such copy.

The proof required for the registration of other instruments than Crown Grants or wills, is as follows, viz. :— An affidavit by one of the witnesses to such instrument, written on the instrument, setting forth the witness' name, residence and occupation; that he was present at the execution of the original and duplicate (if any); where the instrument was executed; and that he knew the parties executing or some of them, as the case may be, and that he is a subscribing witness thereto.

The Superior and County Courts have power by order to compel a witness to any instrument, to make the necessary affidavit for registration, upon being tendered his necessary expenses therefor.

In case of the death of a witness, the execution of the instrument may be proved before the judge of any County Court, and the instrument may be registered upon such judge's certificate endorsed upon such instrument.

Notarial copies of instruments executed in Lower Canada, the originals whereof are filed in any Notarial Office, are treated as originals for the purposes of registration.

Sheriff's deeds for taxes must be registered within 18 months after the sale by the Sheriff, and deeds of lands sold under process of a court, must be registered within 6 months after the sale, to preserve priority against subsequent purchasers in good faith, who have registered their deeds.

Any person entitled to receive the money due upon a mortgage, may execute a certificate discharging such mortgage, and such certificate, when registered is valid and effectual in law as a release of such mortgage and a reconveyance of the estate to the mortgagor and those claiming under him.

After a grant from the Crown and patent issued, any one neglecting to register any instrument to him affecting such land, shall lose his priority as against a subsequent purchaser or mortgagee for value, who shall have registered, and this extends to equitable mortgages and all other liens. But a lease for a less term than seven years, accompanied by possession, need not be registered.

Plans of sub-divisions of lands are required to be lodged with the registrar under a penalty of $20 a month for refusing to register the same.

By this statute the appointment of an officer, called the Inspector of Registry Offices is authorised, whose duty it is to inspect all Registry Offices and the books, documents, and papers therein, and to preserve a general uniformity of practice the want of which has been so long felt by conveyancers. He is in fact to have a general supervision of the Registry Offices, and when necessary, to enforce the provisions of the law in respect to the same.

Hitherto, inconvenience has often been felt by registrars refusing personal inspection of the books of the office. This statute expressly declares the right of every one upon payment of the proper fees to inspect the books for themselves and the facilities for searching titles are very much increased by its provisions.

CLAIMS TO LANDS IN UPPER CANADA FOR WHICH NO PATENTS HAVE ISSUED.

The Heir and Devisec Commission under cap. 25 of the Rev. Stat. of Ontario, is composed of the Judges of the Superior Courts of Law and Equity, and such other persons as may be appointed by commission under the great seal. The duties of the commissioners are to ascertain, determine, and declare in all cases brought before them, who is the party to whom the patent ought to issue for the lands to which such claims relate, whether made by heirs, devisees, or assignees, of the original nominee of the crown.

Every assignee of a crown land claim should give notice thereof to the proper crown lands agent as soon as possible after the assignment to him.

PROPERTY OF RELIGIOUS INSTITUTIONS.

By Revised Statutes (Ontario,) cap. 216, religious societies and congregations of Christians in Ontario can hold lands for the site of a church, chapel, meeting-house, burial ground, or residence of a minister, book store, printing or publishing office, or for any other religious or congregational purpose whatsoever. They must appoint trustees to hold and possess the lands and to maintain and defend actions.

A deed to such trustees must be registered within 12 months after its execution. The trustees may mortgage lands so held, to secure a debt contracted for the building, repairing, extending or improving the church, etc., or for the purchase of the land, or may borrow money on mortgage for such purposes.

Grantees in trust named in any patent, or trustees appointed in manner prescribed in the letters patent may lease lands for 21 years, and renew such lease at the expiration of any or every term of 21 years, and may bind their successors to pay for improvements on a valuation. The consent of the congregation to such leases must be signified by the votes of a majority of the members present at a meeting duly called for the purpose. Trustees may sue or distrain for rent in arrear as ordinary landlords. When lands held by trustees become unnecessary to be retained for the use of a congregation or religious body, and it is deemed advantageous to sell the land, the trustees after giving public notice of an intended sale for four successive weeks in a weekly paper may sell the land by public auction or private sale, and before the deed is executed the congregation must be duly notified thereof, and their assent, or the sanction of the Judge of the County Court of the County in which the lands lie must be obtained to the sale.

We have thus endeavoured to call attention to the more practical portions of the law relating to real property in Ontario. For more accurate knowledge reference must be had to the statutes named. He who relies on this introduction as an index directing him to fuller sources of knowledge will be benefitted, while he who is content to rely upon this short treatise as containing all that is necessary to know on the subject, will be most unwisely negligent.

THE CANADIAN CONVEYANCER.

AFFIDAVIT.

(General Form.)

County of
to wit:
or United Counties
of and
To wit:

I of in the County of yeoman (*or other proper designation*) make oath and say:

1. That, &c., *(Here state the matter to be sworn to, plainly and accurately. If the affidavit relates to more matters than one, then, having disposed of one matter in the first paragraph, go on to a second, as follows:)*

2. That, &c., *(and so on with as many paragraphs, as may be necessary, confining each paragraph to a distinct matter, and commencing each in a new line.)*

Sworn before me at
in the County of this
day of A.D. 18

J.P., or Commissioner, &c., for County of .

AFFIDAVIT OF EXECUTION OF DEED.

County of
To wit:

I of make oath and say:

1. That I was personally present and did see the with-

in Instrument and Duplicate thereof duly signed, sealed, and executed by the part thereto.

2. That the said Instrument and Duplicate were executed at the

3. That I know the said part

4. That I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me at
in the said County of
this day of
A.D. 18

A Commissioner, for taking Affidavits in B.R., &c.

AFFIDAVIT OF PERFORMANCE OF SETTLEMENT DUTIES.

Ontario,
County of
To wit:

of the
of in the County of
and

of the same place *(insert here names in full, residence and occupation)* each for himself maketh oath and saith,

That he is well acquainted with Lot Number in the Concession of the Township of

And that it is occupied by and has been continuously occupied by *(names of previous owners or occupiers if any)* for years last past.

That there are acres of it cleared and laid under crop, and a habitable house of the dimensions of feet by feet erected thereon.

That these improvements were made by and on behalf of the said *(names of owners and occupiers by whom improvements were made.)*

And that he this deponent is not aware of any adverse claim to or occupancy of the said lot.

Sworn before me, &c.,

A Commissioner, &c.

I have no reason to question the correctness of the above affidavit.

Crown Lands Agent.

OATH OF RESIDENCE.

(For Naturalization.)

I,   do swear, (*or being one of the persons allowed by law to affirm in judicial cases,* do affirm) that I have resided   years in this Province, with intent to settle therein, without having been during that time a stated resident in any foreign country. So help me God.

OATH OF ALLEGIANCE.

(Ditto.)

I,   do sincerely promise and swear *(or, being one of the persons allowed by law to affirm in judicial cases,* do affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Victoria, as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Province of Canada, dependent on and belonging to the said United Kingdom, and that I will defend her to the utmost of my power against all traitors, conspiracies, and attempts whatever which shall be made against her Person, Crown, and Dignity; and that I will do my utmost endeavour to disclose and make known to Her Majesty, Her Heirs and Successors, all treasons and traitorous conspiracies and attempts which I shall know to be against Her or any of them; and all this I do swear without any equivocation, mental evasion or secret reservation, and renouncing all pardons and dispensations from any person or persons whatever, to the contrary. So help me God.

AFFIRMATION.

(General Form.)

County of To wit: or United Counties of and To wit:	I, of in the County of yeoman, *(or other proper designation)*, do solemnly and sincerely affirm and declare as follows:

1. That, &c., *(As in an Affidavit.)*

Affirmed before me
at in the County
of this day
of A.D. 18

J.P., or Commissioner, &c., for the County of

STATUTORY DECLARATION.

County of To wit:	I of the of in the County of

Do solemnly declare, that, (*Here state subject matter declared to*)

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the Thirty-seventh year of Her Majesty's Reign intituled "An Act for the Suppression of Voluntary and extra Judicial Oaths."

Declared before me
at in the
County of this
day of A.D. 18

DECLARATION AS TO AGE AND MARRIAGE.

County of } I of the
To wit: } of in the County of

Do solemnly declare that I well knew of the of in the County of prior to the day of A.D. 18 when he and that he was at that date of the full age of years and married.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Act passed in the Thirty-seventh year of her Majesty's reign intituled "An Act for the suppression of Voluntary and extra Judicial Oaths."

Declared before me
at the of
in the County
of this
day of A.D.
18

APPRENTICESHIP INDENTURE.

THIS INDENTURE, made the day of A.D. 18 WITNESSETH, that of in the County of in the Province of Ontario, in the Dominion of Canada, Hath put and placed out, and by these presents doth put and place out And the said doth hereby put, place, and bind out himself as an Apprentice to of To Learn the Art, Trade, or Mystery of And with his Master after the manner of an Apprentice to serve from the day of 18 until the full end and term of years from thence next ensuing, and fully to be complete and ended. During all which time the said Apprentice shall well and faithfully serve his said master, his secrets keep, and his lawful commands everywhere, and at all times, readily obey. He shall do no damage to his said master, nor suffer any to be done by others; and if any to his knowledge be intended, he shall forthwith give his said Master seasonable notice thereof. He shall not waste the goods of his said Master, nor lend them unlawfully to any. He shall not play at cards, dice, or other unlawful games. He shall not contract matrimony during the said term. He shall not haunt or frequent taverns, drinking saloons, or places of gaming, nor absent himself from the service of his said master; but in all things and at all times, during the said term, he shall behave himself towards his said master and all his, as a good and faithful Apprentice ought to do.

For the due and full observance and performance of all which said articles by the said Apprentice the said and with the said Do hereby respectively Covenant, Promise and Agree;

In consideration whereof, the said Doth hereby covenant with the said that he will at all times, during the said term, to the best of his means and ability, teach and instruct, or cause to be taught and instructed, his said Apprentice in the Art, Mystery or Trade of a which he useth; and also pay unto the said for the use of the said Apprentice the several sums following, that is to say:

And the said agrees to find unto the said Apprentice, during the said term,

In witness whereof the said parties have interchangeably to these indentures set their hands and seals.

Signed, Sealed and Delivered }
in the presence of }

INDENTURE OF APPRENTICESHIP TO LEARN HOUSEWORK.

This Indenture, made the day of 18 , Between of the Township of in the County of widow of the first part her daughter now of the age of of the second part, and of the same township, of the third part, Witnesseth that the said by and with the consent of the said her mother, testified by her execution of these presents, hath bound and put herself, and by these presents doth bind and put herself apprentice to the said with him to dwell and serve from the day of date hereof until the full end of the term of next ensuing, fully to be completed and ended; during which term the said her said master faithfully shall and will serve in all lawful business, according to her power and ability, and honestly and obediently in all things demean and behave herself towards her said master during the term aforesaid.

And the said shall and will teach and instruct, or cause to be taught and instructed, the said apprentice in sewing, knitting, and house-wifery, the management of the dairy, and all matters connected with the calling of a farmer, properly to be taught to her the said apprentice; and shall and will during the said term find, provide, and allow her sufficient meat, drink, clothing, lodging, washing, and all other necessaries; and at the expiration of the term aforesaid shall and will give unto the said apprentice two suits of apparel.

In Witness, &c.

Signed and sealed, &c.

ARTICLES OF AGREEMENT.

Memorandum of Agreement made and entered into this day of A.D. 18 . Between

Witnesseth that the said parties hereto do hereby mutually covenant, promise and agree to and with each other in manner and form following, that is to say:—

1. That, &c., *(here add the particular agreement entered into between the parties)*

As Witness the hands and seals of the said parties the day and year first above written.

Signed, Sealed and Delivered }
in the presence of }

AGREEMENT FOR SALE OF LAND.

ARTICLES OF AGREEMENT, made this day of A.D. 18 , BETWEEN

WHEREAS, the said part of the first part ha agreed to sell to the part of the second part, and the part of the second part ha agreed to purchase of and from the said part of the first part the lands, hereditaments and premises hereinafter mentioned, that is to say: All and singular th certain parcel or tract of land, being composed of Together with all the privileges and appurtenances thereto belonging at or for the price or sum of of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say:

NOW IT IS HEREBY AGREED between the parties aforesaid in manner following, that is to say: The said part of the second part, for heirs, executors, and administrators, do Covenant, Promise and Agree to and with the said part of the first part, heirs, executors, administrators and assigns, that he or they shall well and truly pay or cause to be paid to the said part of the first part, heirs, executors, administrators and assigns the said sum of money above mentioned, together with the interest thereon, at the rate of per cent. per annum, on the days and times and in the manner above mentioned; And also shall and will pay and discharge all taxes, rates and assessments, wherewith the said land may be rated or charged from and after this date.

In consideration whereof, and on payment of the said sum of money, with interest thereon as aforesaid, the said part of the First Part, Do for heirs executors, administrators and assigns Covenant, Promise, and Agree, to and with the said part of the Second Part, heirs, executors, administrators or assigns, to convey and assure, or cause to be conveyed and assured, to the part of the Second Part, heirs or assigns, by a good and sufficient deed in fee simple, All that the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, freed and discharged from all dower and other incumbrances, But subject to the conditions and reservations expressed in the original grant thereof from the Crown, and such Deed shall be prepared at the expense of the said part of the part and shall contain the following covenants, namely

And also shall and will suffer and permit the said part of the Second part, heirs and assigns to occupy and enjoy the same until default be made in the payment of the said sums of money, or the interest thereof or any part thereof, on the days and times and in the manner above mentioned; Subject, nevertheless, to impeachment for voluntary or permissive waste.

And it is expressly understood that time is to be considered the essence of this agreement, and unless the payments are punctually made at the times and in the manner above mentioned, the said part of the First Part at liberty to re-sell the said land.

In witness whereof, &c.

Signed, Sealed, &c.

(Usual affidavit of execution)

AGREEMENT FOR SALE OF LAND.

(Shorter Form.)

THIS AGREEMENT made the day of A.D. 18 BETWEEN hereinafter called the Vendor , of the First Part; and hereinafter called the Vendee , of the Second Part:

WITNESSETH, that the Vendor agrees to sell to the Vendee , and the Vendee agrees to purchase from the Vendor , all that parcel of land situate, known and described as follows, viz : for the price or sum of payable as follows : the sum of on execution of this agreement; and the remainder thus: that is to say: Upon payment of the sum of the Vendee is to receive a deed, and is then to execute a mortgage, securing the balance of the purchase money in manner above mentioned.

The Deed and Mortgage shall be prepared by the Vendor or his Solicitor, and the expense of the Mortgage (which shall contain the usual covenants and insurance clause) shall be borne by the Vendee .

The Vendee shall examine the title at his own expense. The Vendor shall not be required to produce any title deeds other than those in his possession; nor shall the Vendor be required to pay for the production of any deeds not in his possession; or to pay for any evidences of title or expenses connected with, or incidental to the examination of the same.

The Vendee shall have one week to examine the title; and if not objected to prior to that time, he shall be deemed to have accepted the same.

If the title be objected to, the Vendor shall have the privilege of putting an end to the above contract, if he desires to do so, by notice in writing to that effect, to the Vendee or his solicitor; and in that event the deposit shall be returned, but the Vendee shall not be entitled to any compensation or to any expenses incurred in the examination of the title. The said notice shall be sufficiently served by mailing the same in a registered letter to the post office address of the Vendee , or the solicitor employed by him to examine the title.

The Vendee agrees to pay the taxes upon the said land for the current year.

It is further understood and agreed that time, both in payment of the principal money and interest under this agreement, shall be considered the essence of this agreement, and unless payments are punctually made in manner above mentioned, these presents shall at the option of the Vendor be null and void, and he shall be at liberty to resell the said land, and the payments made by the Vendee shall be forfeited.

As Witness our hands the day and year first above written.

In presence of, &c.

(Usual affidavit of execution.)

AGREEMENT FOR SALE OF LAND.

(Another form.)

Articles of Agreement, made this day of 18 Between

Whereas the said part of the First Part ha agreed to sell to the part of the Second Part, and the part of the Second Part ha agreed to purchase from the said part of the First Part the lands and premises hereinafter mentioned, that is to say:

All and singular th certain parcel or tract of land, being composed of Together with the appurtenances, for the price or sum of of lawful money of Canada, payable in manner following, that is to say:

Now it is hereby agreed as follows, that is to say: The said part of the Second Part, for heirs, executors and administrators do Covenant, Promise and Agree, to and with the said part of the First Part, heirs, executors, administrators and assigns, that he or they shall well and truly pay, or cause to be paid to the said part of the First Part, heirs, executors, administrators and assigns, the said sum of money above mentioned, together with interest thereon, at the rate of per cent. per annum, as above mentioned; And also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after the day of And will cotemporaneously with the execution of the deed as hereinafter mentioned, execute a mortgage of said premises to secure payment of the balance of which mortgage shall contain the usual statutory covenants, including a covenant to insure for not less than two-thirds of the insurable value of the buildings on said premises, and in which mortgage the dower of the mortgagor's wife shall be barred.

In consideration whereof, and on payment of the said consideration sum of dollars, the said part of the First Part, do for heirs, executors, administrators, and assigns, Covenant, Promise and Agree, to and with the said part of the Second Part, heirs, executors, administrators or assigns, to convey and assure, or cause to be conveyed and assured to the part of the Second Part heirs or assigns, by a good and sufficient deed in fee simple, All that the said piece or parcel of land above described, with the appurtenances, freed or discharged from all Dower or other incumbrances, but subject to the conditions and reservations expressed in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the said part of the part, and shall contain the following covenants, namely: And said mortgage shall be prepared at the expense of the said part of the part; and said deed to be delivered cotemporaneously with the payment of said sum of and delivery of said mortgage.

And also, shall and will suffer and permit the said part of the Second Part, heirs and assigns, to occupy and enjoy said premises until default be made in the payment of the said sum of money, or the interest thereof, or any part thereof, on the day and time, and in manner above mentioned; Subject, nevertheless, to impeachment for voluntary or permissive waste.

And it is expressly understood that time is to be considered the essence of this agreement, and unless the payments are punctually made at the time and in the manner above mentioned, the said part of the First Part to be at liberty to re-sell the said land.

It is hereby expressly agreed, that said part of the First Part, is not to be bound to furnish any abstract of title or produce any title deeds not in possession or control, or give copies of any title deeds, but that the part of the Second Part to search the title at own expense, and if said part of the First Part, without any default on part unable to make a good title to the said land within days from the date hereof, then may withdraw from this contract on payment to the said part of the Second Part of all expenses reasonably incurred in investigating said title or otherwise by reason of the making of this contract.

In witness, &c.

Signed, sealed, &c.

(Usual affidavit of execution.)

AGREEMENT FOR SALE OF STANDING TIMBER.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN of the of in the County of and Province of Ontario, of the first part; and of the of in the County of in the Province aforesaid of the second part, as follows:

The said party of the first part, for and in consideration of the payments hereinafter mentioned to be made to him, hereby grants, bargains, sells and assigns to the said party of the second part, his heirs, executors, administrators and assigns, all the standing trees and timber now standing, growing, lying or being in and upon that certain parcel of land and premises, situate, lying and being in the Township of in the County of and Province of Ontario, containing by admeasurement acres, be the same more or less, and being composed of

To have and to hold the said trees and timber to the said party of the second part, his heirs, executors, administrators, and assigns, to and for his and their sole and only use. The said party of the second part, his agents, servants and workmen, with or without horses, carts, waggons or sleighs, shall at all times within years from the date hereof, have full liberty to enter into and upon the said lands, and to fell the said trees and timber in such manner as he or they shall think fit, and cut and convert the same into such convenient logs, bundles or stacks as he or they shall think proper, with full liberty to bring horses, cattle, waggons, trucks, carts and sleighs in and upon the said land for the purpose of removing the said trees and timber at such times and in such manner, as he or they may think proper.

The said party of the second part hereby agrees to and with the party of the first part to pay him for the said trees and timber so being upon the said land the sum of in manner following:

And the said party of the first part, for himself, his heirs, executors and administrators, covenants, promises and agrees to and with the party of the second part, his heirs, executors, administrators and assigns, that he has a good title in fee simple to the said lands, and good right, full power and absolute authority to sell and dispose of the said timber and trees, and that they are free from all incumbrances of any kind whatsoever.

In witness, &c.

Signed, sealed, &c.

(Usual affidavit of execution.)

AGREEMENT FOR SALE OF STANDING TIMBER.

(Another form.)

THIS INDENTURE, made in duplicate this day of A.D. 18 , in pursuance of the Act respecting short forms of conveyances, BETWEEN of the of in the County of and his wife of the first part; And of the second part.

WITNESSETH that the said part of the first part for and in consideration of the sum of dollars of which dollars are now paid to by the said part of the second part (the receipt whereof is hereby by acknowledged) and the balance is to be paid as hereinafter set out, Do hereby Grant, Bargain, Sell and Assign unto the said part of the second part heirs and assigns all the pine timber now standing, growing or being in or upon all and singular that certain parcel or tract of land and premises situate lying and being in the Township of in the County of and more fully described as follows:

To have and to hold the same unto the said part of the second part heirs and assigns for ever Together with full power, liberty, right and authority for the said part of the second part servants, workmen and agents from time to time and at all reasonable times hereafter during the term of years to fell, cut down, grub up, saw, dress, hew and work up the said timber. And together with full and free ingress, egress and regress for the said part of the second part servants, workmen and agents with or without horses, oxen, waggons, carts, sleighs, trucks and teams to enter into and upon and over the said lands and premises for the purposes aforesaid, and also for the purpose of taking and carrying away the said timber, with liberty also to make all such roads as may from time to time be necessary for getting out and removing the said timber, and for that purpose to cut, fell, hew and remove such trees, logs and brush as may be deemed necessary.

And the said part of the first part hereby for heirs, executors and administrators covenant with the said part of the second part executors, administrators and assigns that ha the right to convey the said timber to the said part of the second part. And that the said part of the second part shall have quiet possession of the said timber free from all incumbrances, and that will execute such further assurances of the said timber as may be requisite, and that ha done no act to encumber the said timber.

And the said part of the first part hereby release to the said part of the second part all claims upon the said lands in so far as the same may affect the said timber.

And the said part of the second part for heirs, executors and administrators covenant with the said part of the first part executors, administrators and assigns that will pay the said part of the first part executors, administrators, or assigns the said sum of dollars as follows, that is to say:

In witness, &c.

Signed, sealed, &c.

RECEIVED from the said part of the first part the sum of dollars part of the consideration money within mentioned.

Witness,

(Usual affidavit of execution.)

AGREEMENT TO SELL ON COMMISSION.

AN AGREEMENT made this day of A.D. 18 , between of manufacturer of and of traveller on commission.

1. The said for himself, his executors and administrators agrees that upon receiving a written order from the said the said his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said the as now manufactured by the said

2. The said is to be invoiced to the said at the rate of per pound, and the said is to account for the same at that price every months, beginning from the date hereof.

3. The said his executors and administrators shall not be bound to supply more than lbs. on any one day, nor more than lbs. in any one week, withou

a week's notice in writing with a written order from the said nor shall the said his executors or administrators be bound to continue supplying as aforesaid after lbs shall have been delivered and shall remain unaccounted for, whether the said period of months shall have elapsed since such delivery or not.

4. This agreement shall continue in force for years from the date hereof, but subject to determination at any time by months' previous notice in writing from either of the said parties or the executors or administrators of the said to the other of them and delivered at his usual or last known place of abode.

5. During the continuance of this agreement the said his executors and administrators shall not employ, nor shall knowingly suffer any other person than the said to sell on commission for them the said beyond a radius of miles from and in case of a breach of this clause the said for himself his executors and administrators undertakes to pay the said the sum of by way of agreed and liquidated damages.

In witness, &c.

Signed, &c.

AGREEMENT DEPOSITING GOODS AS A SECURITY.

An Agreement made the day of A.D. 18 , Between of , and of .

The said having deposited this day at his risk, with the said the following goods, namely, [*here give list of goods*], as a security for the payment of and interest, on the day of A.D. 18 it is agreed that, in default of payment, the said after day's notice in writing, may sell the same goods, or any part thereof, by auction or otherwise, towards payment of the said principal sum and interest, and of the expenses of sale and insurance, but until such default no such sale is to take place, nor is any action or suit to be brought to enforce payment of the said sum and interest.

In witness, &c.

Signed, &c.

AGREEMENT GIVING A GENERAL LIEN, WITH POWER OF SALE.

An Agreement, made the day of A.D. 18 , Between of and of , Witnesseth.

1. In consideration of the promise of forbearance, hereinafter contained, on the part of the said the said agrees to give him a general lien on all property that may at any time be in his possession belonging to the said or to any person on his account, and that such general lien shall at all times be a security to the said his executors and administrators, for all moneys that may from time to time be due from the said to the said or to the said and any partner or partners of his in his business of , and that, if at any time the sum of shall be due as

aforesaid, the said his executors and administrators may, after seven day's notice in writing, sell the same property or any part thereof, by auction or otherwise, towards payment of such sum and interest, and of the expenses of sale and insurance.

2. But unless the sum of shall be due, as aforesaid, no such sale is to take place, and, after the said sum shall be due, no action or suit shall be brought for the recovery of the same or any part thereof until after the sale of any such property as aforesaid.

In witness, &c.

Signed, &c.

AGREEMENT FOR LETTING UNFURNISHED LODGINGS.

An Agreement made this day of A.D. 18 , Between A.B. and C. D.

The said A. B. lets, and the said C. D. takes, the two rooms on the first floor of the house No. , in street, for a week, at the rent of , and so on, from week to week, until the tenancy is ended by a *week's* notice.

In witness, &c.

Signed, &c.

AGREEMENT FOR LETTING A FURNISED LODGING.

An Agreement made this day of A.D. 18 , Between A. B. and C. D.

1. A. B. lets to C. D. the rooms on the first floor of the house No. in street, ready furnished, from the day of 18 , and agrees to supply customary attendance, together with the use of suitable linen, plate, china, and glass, for a *week* at the rent of per week, and so on from week to week till the tenancy is ended by a *week's* notice on either side.

2. The said C. D. takes the said rooms with such attendance and use at the rent aforesaid, and agrees that if he shall damage the said rooms, or any articles used or being therein, he will restore them to their present condition, or replace them (damage by reasonable wear and tear excepted).

In witness, &c.

Signed, &c.

AGREEMENT FOR LETTING A FURNISHED HOUSE.

An Agreement made this day of A.D. 18 , Between A. B. and C. D.

1. The said A. B. lets, and the said C. D. takes, the house No. in steeet, with the appurtenances and the furniture and effects therein, for a month from the day of 18 , at the rent of per month and so on, from month to month, till the tenancy is determined by a month's notice on either side.

2. If the said C. D., his family, or servants, shall damage the said house, or any of the said furniture and effects, he shall restore them to their present condition,

or replace them (damage by reasonablv wear and tear expected).

3. The said A. B. is to defray all outgoings in respect of the said premises.

4. The said A. B., or his agents may enter upon, and inspect the premises during the tenancy, on the first day of every month; but if the same falls on a Sunday, or public holiday, then on the first day thereafter.

5. If the said C. D. continues the tenancy from the day of 18 , he shall pay thenceforth rent per month.

In witness, &c.

Signed, &c.

SCHEDULE.

AGREEMENT FOR A YEARLY TENANCY OF A HOUSE.

AN AGREEMENT made this day of A.D. 18 , BETWEEN A. B. and C. D.

1. The said A. B. lets, and the said C. D. takes, the house No. in street, with the appurtenances, from the day of 18 , from year to year, at the yearly rent of , payable quarterly on the usual quarter days.

2. The said C. D. will not assign or underlet, or part with the possession of the premises, nor let any portion thereof as lodgings, nor use the same save as a dwelling-house.

3. The said C. D., when the tenancy ends, shall deliver

up the premises in good order and repair, reasonable wear and unavoidable accidents excepted.

In witness, &c.

Signed, &c.

AGREEMENT FOR TENANCY OF HOUSE.

Another form.

MEMORANDUM OF AGREEMENT entered into this day of A. D. 18 , BETWEEN of the one part, and of the other part.

WHEREBY the said agrees to let and the said agrees to take All that messuage or tenement and premises with the appurtenances.

To hold for the term of years, to commence from the day of 18 , at the clear yearly rent of payable quarterly, free from any deduction in respect of taxes, rates or impositions, the first quarterly payment to be made on the day of next. And the said agrees to pay the said rent on the days of in each year, free from deduction as aforesaid, and that he will not do, commit or permit on the said premises any waste or damage or anything which may be or become a nuisance or annoyance to any of the tenants or premises adjoining, and that on the expiration or determination of the tenancy hereby created, he, the said will quietly deliver up the said messuage or tenement and premises to the said in as good repair and condition as the same now are in (reasonable wear excepted), and also that in the event of any one quarter's rent or any part thereof being in arrear and unpaid for one week after it shall have become due and payable by virtue of this agreement and no sufficient distress can be had or levied for the amount so due, or in the event of the said premises being untenanted in the usual and ordinary acceptation of such term, or if the said premises or any part thereof shall be let to disorderly or disreputable persons, then, and in any such case, it shall and may be lawful for the said and any other person entitled to the said premises to enter into and take possession of the same and expel the said therefrom without bringing any ejectment or other proceding at Law for the recovery of such possession, and that thenceforth this Agreement shall as to everything (except the recovery of any arrears of rent or damages then due or incurred) be utterly void, and the interest of the said absolutely forfeited and the said shall be barred and precluded from commencing or maintaining any action of trespass or otherwise by reason of such possession being taken as aforesaid, AND IT IS HEREBY FURTHER AGREED that at the expiration of the said term of years (unless the tenancy hereby created shall have been previously determined) the said may hold, occupy and enjoy the said messuage or tenement and premises from quarter to quarter at the rent and upon and subject to the terms and stipulations hereinbefore mentioned, for so long a time as the said and shall agree, and that after the expiration of the said term of years each of the said parties shall be at liberty to determine the said tenancy by giving to the other a quarter's notice or warning in writing, expiring on either of the said quarterly days.

In witness, &c.

Signed, sealed &c.

ARBITRATION DEED.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN of the first part, and of the second part.

WHEREAS disputes and differences have arisen, and are now depending, between the said parties of the first and second parts in reference to , and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the award, order, arbitrament, final end and determination of and arbitrators, respectively nominated and chosen, by and on behalf of the said and : And in the event of the said two arbitrators hereby appointed not being able to agree within one month from the date of these presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator, by a memorandum in writing under their hands, to be endorsed on these presents; and the award of any two of them shall be final and conclusive, both at Law and in Equity, upon both of the said parties hereto, such award to be made in writing on or before the day of next.

NOW THIS INDENTURE WITNESSETH, that they the said do, and each of them doth, each for himself severally and respectively, and for his and their respective heirs, executors and administrators, covenant, promise and agree, with and to each other, and his and their heirs, executors and administrators, well and truly to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament, and final determination of the said arbitrators, hereby appointed; or in the event of it having been necessary to appoint such third arbitrator as aforesaid, to stand, to obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament, and final determination of any two of them of and concerning the premises aforesaid, or anything in any manner relating thereto, so as the said award of the said arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid).

And it is also mutually agreed by the said
and that the death of either of them shall not operate as a revocation of the power and authority of the said arbitrators appointed by these presents, or to be appointed in pursuance hereof, to make their award, and that such award (in case of such death before the making or publishing such award), in writing under the hands of the said arbitrators, shall be delivered to the respective personal representatives of either of the said
and who shall require the same on or before such
day of as mentioned aforesaid.

And it is hereby agreed, that the said Arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them shall be at liberty, by writing under their hands, respectively endorsed on these presents, to enlarge the time for making the said award when and as often and to such times as they shall think fit. And also, that neither of the said parties shall nor will obstruct, delay, impede or prevent in any manner the said arbitrators from making, but will, so far as in them lies respectively, do all such acts and things required to be done, produced or performed by the said arbitrators to enable the said arbitrators to make such award as aforesaid in pursuance hereof. And also, that all the costs and charges attending the said arbitration shall be in the discretion of the said arbitrators hereby appointed, or in the event of such appointment of a third arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award. And also, that these presents shall be made a Rule of Her Majesty's Court of at to the end that the said parties respectively may be finally concluded by the said Arbitration, pursuant to the Statute in such case made and provided.

And for the full performance of such award so to be made as aforesaid, the said parties hereto bind themselves, severally and respectively, their several and respective heirs, executors and administrators, each to the other of them respectively, in the penal sum of lawful money of Canada, firmly by these presents.

In witness, &c.

Signed, sealed, &c.

ARBITRATION BOND.

KNOW ALL MEN BY THESE PRESENTS, that of

HELD AND FIRMLY BOUND to of in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns; FOR which payment to be well and truly made bind heirs, executors and administrators for ever firmly by these presents.

SEALED with Seal DATED this day of A.D. 18

WHEREAS disputes and differences have arisen and are now pending between the above bounden and the said touching and concerning

AND WHEREAS the above bounden and the said have agreed to refer such disputes and differences, as well as all actions, suits, controversies, accounts, reckonings, matters and things in anywise relating thereto, to the award, arbitrament and determination of arbitrators, nominated, appointed and chosen as well by and on the behalf of the above bounden as of the said and who have consented and agreed to accept the burden of the said arbitration:

NOW THE CONDITION of the above written bond or obligation is such, that if the above bounden do and shall well and truly submit to, abide by and perform the award, arbitrament and determination of the said arbitrators, so nominated, appointed and chosen as aforesaid, touching and concerning the matters in dispute between the above bounden and the said and so referred to them the said arbitrators as aforesaid (provided such award be made in writing under the hands and seals of the said arbitrators, ready to be delivered to the said parties, or such of them as shall apply for the same, on or before the day of A.D. 18 , THEN THIS OBLIGATION shall be void, otherwise to be and remain in full force and virtue.

AND IT IS HEREBY AGREED between the said parties in difference, that these presents and the submission hereby made of the said matters in controversy, shall be made a Rule of Her Majesty's Court of Queen's Bench or Common Pleas, at , pursuant to the Statute in that behalf; AND that all books, papers, vouchers, entries or memoranda in the power, custody or possession of the said parties shall be produced to the said arbitrators or umpire; AND that all witnesses produced to the said arbitrators or umpire shall be sworn by them: AND that all costs and charges attending on the drawing of these presents and of the said arbitration and award shall be in the discretion of the said arbitrators or umpire.

Signed, sealed, &c.

APPOINTMENT OF UMPIRE.

WE, the within named and do hereby nominate and appoint of to be umpire between us in and concerning the matters in difference within referred on condition that he do, within days from the date hereof, by some writing under his hand, accept the umpirage.

Witness our hands this day of , A.D. 18

Witness.

ENLARGEMENT OF TIME FOR MAKING AWARD.

We, the undersigned arbitrators, by virtue of the power to us given for this purpose, do hereby appoint, extend, and [*if a second enlargement*, "further"] enlarge the time for making our award until the day of next, on or before which said day our award in writing of and concerning the matters in difference within mentioned and referred to us shall be made and published.

In Witness whereof, we have set our hands the day of , A.D. 18 .

Witness,

ENLARGEMENT OF TIME BY THE PARTIES.

We, the within-named and for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, do hereby give, grant, and allow unto the within-named arbitrators further time for making their award of and concerning the several matters within referred to them, until the day of next.

In Witness Whereof, we have hereunto set our hands [*or, if the submission was by bond or deed, say,* "our hands and seals"], the day of A.D. 18 .

Witness,

APPOINTMENT OF THIRD PERSON AS ADDITIONAL ARBITRATOR.

We, the within-named and do, by

this *memorandum* under our hands [made before we enter or proceed on the arbitration within mentioned] nominate and appoint of , the third person or arbitrator, to whom, together with ourselves, all matters in difference between the said parties within mentioned shall be referred, according to the tenor and effect of the within deed.

WITNESS our hands this day of , 18 .

Signed in the presence of

AWARD BY AN UMPIRE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, J. P., of yeoman, sends greeting: WHEREAS, P. Q., of of the one part, and A. B, and C. D. of of the other part, have mutually entered into, and reciprocally executed bonds or obligations to each other, bearing date the day of respectively, conditioned, that the said parties should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award final end and determination of R. S. of and B. W. of arbitrators, indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, &c. (*reciting the condition of the bond*); And whereas, the said R. S. and B. W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds and in pursuance of the said bonds, have chosen and appointed me as umpire, to settle and determine the matters in difference; now know ye that I, the said J. P., the umpire, named and chosen, as aforesaid, having taken upon me the burthen of the said arbitration, and respective witnesses, proofs and allegations on both sides of and concerning the said disputes and differences between them, and fully considered the same, and the matters to me referred, do make this my award and umpirage in manner following, that is to say, I do award and order that the said P. Q., his executors or administrators, do and shall, on the day of between the hours of and in the forenoon, at the house known, &c., pay, or cause to be paid, unto the said A. B. and C. D. the sum of in full, for their damages and costs in a certain action lately commenced by them against the said P. Q., and also, for the costs of and occasioned by the said reference; and upon payment of the said sum of I do award and direct, that the said parties shall duly execute and deliver to each other, mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims and demands whatsoever, subsisting or depending, on or before the said day of last.

In Witness, &c.

Signed, Sealed, &c.

AWARD BY REFEREES.

(*Short Form.*)

We, the undersigned, referees appointed by the within rule of court (*or* by the within agreement of submission) having notified and met the parties, and heard their several allegations, proofs, and arguments, and duly considered the same, do award and determine that the within named A. B. shall recover of the within-named C. D. the sum of together with the costs of suit, to be taxed by the court, and the costs of this reference, which last amount to the sum of and that the same shall be in full of all matters within referred to us.

In Witness, &c.

Signed, Sealed, &c.

AWARD BY ARBITRATORS.

To all to whom these Presents shall come, A. A. of C. C., of and D. D., of send greeting:

Whereas divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E., of and F. F., of for pacifying, composing and ending whereof, the said E. E. and F. F, have bound themselves each to the other, in the penal sum of by several bonds or obligations, bearing date last past, before the date hereof, with conditions thereunder, to stand to, obey, abide, perform and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said E. E. as of the said F. F., to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the day of instant, as by the said obligations and conditions thereof it doth and may appear: Now know ye, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following; that is to say,

First, they do award, decree and adjudge, that the said F. F., or his heirs, shall and do, on or before the day of next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, &c., of and in all those parcels or tracts of land, &c.

And, also, the said arbitrators do further award, decree, and adjudge that the said F. F., his executors or administrators, shall and do, on or before the day of next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors, or administrators, at or in the now dwelling-house of the said E. E., in aforesaid, the sum of dollars, in full payment, discharge and satisfaction, of and for all moneys, debts, and duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And, also, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge and decree, that the said E. E. and F. F., shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration as aforesaid.

In Witness, &c.
Signed, Sealed, &c.

AWARD WHERE SUBMISSION WAS BY AGREEMENT, AND STATING ASSENT FOR ENLARGEMENT.

To all to whom these presents shall come, we, A. A. and T. A., of send greeting: Whereas on by a certain agreement in writing under the hands [and seals] of A. B., of and C, D., of bearing date on or about the day of last, reciting that &c., (*here set out the recital and such parts of the agreement as bear* *upon the award*). And whereas by an endorsement on the said agreement, bearing date on or about the day of last past, and under the hands of all the said parties to the said agreement, they the said parties mutually and reciprocally consented and agreed that the time for the said arbitrators making the said award should be enlarged to the day of then next, and that they would in all other respects abide by the terms of the said agreement. Now know ye that we the said arbitrators having taken upon us the burthen of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs, and vouchers made and produced before us, do award [&c.]

In Witness, &c.

AFFIDAVIT OF EXECUTION OF AWARD.

County of } I, Y. Z., of, &c., make oath and
To wit: } say:

1. That I was present and did see the annexed award duly signed, sealed, and delivered by the therein-named and that I am the subscribing witness to the execution of the said award.

Sworn before me, at
in the county of this
day of 18

A Commissioner, &c., in B. R., for the County of

[If the affidavit is intended for use in a court of law, it must be entitled in the court.]

APPOINTMENT OF PROXY.

I, , of , in the county of , being a member of the Company, Limited, and entitled to votes, hereby appoint , of , as my proxy to vote for me or on my behalf at the [ordinary *or* extraordinary, *as the case may be*] general meeting of the company to be held on the day of , and at any adjournment thereof [*or* at any meeting of the company that may be held in the year 18]. As witness my hand this day of A.D. 18 .

Signed, &c.

GENERAL FORM OF ASSIGNMENT.

Know all Men by these Presents, that I, the within-named A. B., in consideration of five dollars to me paid by C. D., have assigned to the said C. D. and his assigns, all my interest in the within-written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D. my attorney, in my name, but to his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

Witness my hand and seal, this, &c.

ASSIGNMENT OF CROWN LANDS.

Know all Men by these Presents, that I, of the of in the County of and

Province of , for and in consideration of of lawful money of Canada to in hand paid by of the of in the County of and Province aforesaid, at or before the date hereof, the receipt whereof do hereby acknowledge, HAVE bargained, sold, assigned, transferred and set over, and by these presents DO bargain, sell, assign, transfer and set over unto the said heirs and assigns, all estate, right, title, interest, claim and demand whatsoever both at law and in equity, of, in and to th certain parcel or tract of land and premises, situate lying and being in the Township of in the County of and Province aforesaid, containing by admeasurement acres, be the same more or less, and being composed of Lot number in the Concession of the Township of aforesaid.

TO HAVE AND TO HOLD the same, with all and every the benefit that may or can be derived from the said acres of land, unto the said heirs and assigns, FOREVER.

IN WITNESS WHEREOF, have hereunto set Hand and Seal this day of A.D. 18 .

Signed, sealed, &c.

ONTARIO : }
County of } I, of the of
To Wit : } in the County of

make oath and say, that I was personally present and did see the within-named duly sign and seal, and as act and deed, deliver the within Assignment on the day of the date thereof, and that I, this deponent, am a subscribing witness thereto, together with of in the County of and that the said Instrument was executed at

Sworn before me at
in the County of
this day of in the
year of our Lord, 18 .

A Commissioner in B. R., &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY IN TRUST TO CLOSE CONCERN, &c.

Whereas, a co-partnership has heretofore existed between J. S. and A. B., both of the of which co-partnership has been known under the name of S. & B., and which it is the intention of the said co-partners forthwith to dissolve and determine:

Now this Indenture of two parts, made this day of in the year 18 by and between the said J. S. of the one part, and the said A. B., of the other part, witnesseth,

First. That the co-partnership aforesaid is hereby by the mutual consent of the said parties, dissolved and determined.

Second. The said J. S. doth hereby sell, transfer, assign, and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandize, effects and property of every description belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said J. S. or his assigns.

THIRD. The said J. S. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary and proper for the full aud complete settlement of all business and concerns of the said copartnership.

FOURTH. The said A. B., for himself and his heirs, executors, and administrators, hereby covenants to and with the said J. S. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavours to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of the said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said J. S. or his assigns one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true and full account therefor to the said J. S. or his assigns.

FIFTH. The said J. S., for himself, &c., covenants to and with the said A. B., &c., that, upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will pay unto the said A. B. or his assigns, one moiety of any balance that may then be due and owing from the said firm.

In witness, &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY BY ONE PARTNER TO ANOTHER.

THIS INDENTURE, of two parts, made and concluded this day of A.D. 18 by and between W. S. P. of of the first part, and J. B. P., of of the second part, witnesseth:

THAT WHEREAS that said parties were lately copartners in the business of which partnership was dissolved and determined on the day of last; and whereas many debts, due and owing to the said parties on account of their said copartnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods and effects belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of paid and secured to the said J. B. P., he the said J. B. P. doth hereby fully and absolutely sell, assign, release and make over to the said W. S. P. all his right, title, interest, and share in and to all the stock in trade, goods, merchandize, machinery, tools, books, leasehold premises, and effects belonging to the said partnership, of whatever kind or nature, and wheresoever situated; also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note or account, or otherwise; and the said J. B. P. doth hereby make and appoint the said W. S. P., his executors, administrators and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said W. S. P., his executors, &c., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B. P.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said J. B. P. And the said J. B. P. doth hereby further authorize the said W. S. P. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B. P., his executors, administrators, or assigns.

And these presents further witness, that, in pursuance of the said agreement, the said W. S. P., for himself, his executors, and administrators, doth hereby covenant to and with the said J. B. P., his executors and administrators, that he, the said W. S. P., and his, &c., shall pay and discharge, and at all times hereafter save harmless and indemnify the said J. B. P., his, &c., from and against all and every the debts, duties and liabilities, which, at the dissolution and determination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for or concerning the said debts, duties, and liabilities, unless the said J. B. P. shall have contracted any debts or incurred any liabilities in the name and on account of the said firm, which are unknown to the said W. S. B., and do not appear in the books of the said firm; for which, if any such exist, the said W. S. P. does not hereby intend to make himself responsible.

In witness, &c.

ASSIGNMENT OF AGREEMENT TO PURCHASE.

(By Endorsement.)

WHEREAS, the within named C. D. hath duly paid to the within named A. B. the sum of being the amount of the first two instalments of the purchase money within mentioned, together with all interest upon such purchase money up to the day of last, according to the terms and provisions of the within written articles, and there now remains to be paid the sum of only, by equal annual instalments of each with interest from the day of last. And whereas the said C. D. hath contracted and agreed with E. F. of for the sale to him of the within mentioned premises and the improvements thereon, and all his right and title thereto and estate and interest therein under or by virtue of the within written agreement, at the price or sum of but subject nevertheless to the payment by him the said E. F., his heirs, executors or administrators, unto the said A. B., his executors or administrators, of the said sum of residue of the original purchase money aforesaid and interest thereon from the period aforesaid.

Now these presents witness that in pursuance of such agreement and in consideration of the sum of of good and lawful money aforesaid to him the said C. D. in hand paid by the said E. F. at or before the execution hereof, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. doth grant, bargain, sell, assign, transfer, and set over unto the said E. F., his heirs and assigns, all and singular the within mentioned and described parcel or tract of land and premises and

J Parker Thomas

therein described as being Lot No. in the concession of together with all the right, title, and interest of him the said C. D. of in and to the within written articles of agreement, covenants, and the lands and premises therein referred to, and all improvements thereon, and all benefit and advantage to arise therefrom, or from the penal sum of thereby secured; to have and to hold, receive and enjoy, the said assigned premises unto the said E. F., his heirs, executors, administrators and assigns, from henceforth, for his and their own use and benefit forever.

And the said C. D. doth hereby make, ordain, authorise, constitute and appoint the said E. F., his heirs, executors, administrators and assigns, his true and lawful attorney and attorneys, irrevocable for him the said C. D., and in his name, but for the sole use and benefit of the said E. F., his heirs, executors, and administrators, to demand, sue for, recover and receive of and from the within named A. B., his heirs, executors, or administrators, all such sum or sums of money and damages as shall or may at any time or times hereafter accrue or grow due to him the said C. D., his heirs, executors, administrators, or assigns, under or by virtue of the said recited articles of agreement and covenants, or any matter, clause or thing therein contained, by reason or on account of the breach or default of him the said A. B., his heirs, executors, or administrators, in relation thereto; the said C. D. hereby also covenanting with the said E. F., his heirs, executors, and administrators, that he hath not done or suffered, nor will he do or suffer any act, matter, or thing whereby the said E. F., his heirs, executors, or administrators, shall or may be hindered or prevented from commencing, and prosecuting any action or actions, suit or suits at law or in equity for the recovery of any principal money or damages under or by virtue of the said articles of agreement and covenants referred to, or enforcing the performance of the said articles of agreement, or obtaining such other satisfaction as can or may be had or obtained for the same by virtue thereof; and the said E. F. doth hereby for himself, his heirs, executors and administrators, covenant with the said C. D. his heirs, executors, and administrators, that he, the said E. F., his heirs, executors, or administrators, shall and will well and truly pay to the said A. B., his executors or administrators, the aforesaid sum of residue of the purchase money aforesaid, and all the interest thereon now or hereafter to become due by the instalments and at the times mentioned and provided therefor in and by the said recited articles of agreement, and therefrom shall and will indemnify and forever save harmless the said C. D., his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements by these presents.

In witness, &c.

ASSIGNMENT OF APPRENTICESHIP INDENTURE BY ENDORSEMENT.

KNOW ALL MEN BY THESE PRESENTS, THAT I, the within named by and with the consent of my within named apprentice, and his father (*or as the case may be*), parties to the within Indenture, testified by their signing and sealing these presents, for divers good causes and considerations have assigned and set over, and do hereby assign and set over, the within Indenture, and the said the apprentice within named, unto of the of his executors, administrators, or assigns, for the residue of the within mentioned term, he and they performing all and singular the covenants therein contained on my part to be kept and performed.

And I, the said do hereby covenant on my part, with the consent of my father, the said faithfully to serve the said as an apprentice for the residue of the term within mentioned, and to perform toward him all and singular the covenants within mentioned on my part to be kept and performed.

And I, the said for myself, my executors, administrators, and assigns, do hereby covenant to perform all and singular the covenants within mentioned on the part of the said to be kept and performed toward the said apprentice.

Witness our hands and seals this day of 18 .

ASSIGNMENT OF ARTICLES OF CLERKSHIP.

THIS INDENTURE, made the day of A. D. 18 , between A. A. of Gentleman, one of the Attorneys of Her Majesty's Courts of Queen's Bench and Common Pleas for , and a Solicitor of the Court of Chancery of the first part; C. C. of and D. C. (the clerk), son of the said C. C., of the second part, and E. F. of Gentleman, one of the Attorneys of Her Majesty's said Courts and a Solicitor of the Court of Chancery of the third part; Whereas by Articles of Clerkship bearing date the day of A. D. 18 , made between the said A. A. of the one part and the said C. C. and D. C. his son of the other part, the said D. C. of his own free will did put, place and bind himself Clerk to the said A. A. to serve him from the day of the date thereof for, and during, and unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, subject to the several covenants and conditions therein contained.

And whereas the said D. C. hath served the said A. A. as his clerk from the day of the date of the said Articles to the day of the date of these presents; and whereas it has been agreed that the said A. A. shall assign to the said E. F. all benefit and advantage of him the said A. A. under or by virtue of the said recited Articles of Clerkship for all the residue now to come and unexpired of the said term of five years; and it has been further agreed that the said D. C. shall put, place and bind himself as clerk to the said E. F. from the day of the date of these presents for the remainder of the said term.

Now this Indenture Witnesseth, that in pursuance of the said agreement he the said A. A., at the request and with the consent of the said C. C. and D. C. testified by their respectively being parties to these presents hath assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the said E. F. all benefit and advantage, interest, claim and demand whatsoever of him the said A. A. under the hereinbefore in part recited Articles of Clerkship, and the service of him the said D. C. under or by virtue of the same, to have and to hold all right and interest whatsoever of him the said A. A. in and to the service of him the said D. C. under or by virtue of the same unto the said E. F. his executors, administrators and assigns.

And this Indenture further witnesseth, that the said D. C. of his own free will and by and with the consent and approbation of the said C. C. testified as aforesaid, hath put, placed and bound himself, and by these presents doth put, place and bind himself clerk to the said E, F., to serve him from the day of the date of these presents for and during the remainder of the said term of five years, and fully to be complete and ended.

And the said C. C. for himself, his heirs, executors, and administrators, doth covenant with the said E. F., his executors, administrators, and assigns, by these presents in manner following, that is to say, that the said D. C. will well and faithfully serve the said E. F. as his Clerk, &c.*(the rest of the form may be taken from that of the original Articles, but confining the service and covenants to the remainder of the term.)*

In witness, &c.

Signed, sealed, &c.

ASSIGNMENT OF A BOND BY ENDORSEMENT.

Know all men, &c., that for and in consideration of the sum of of good and lawful money of Canada, by E. F., of to the within mentioned obligee, C. D., in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said C. D. hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F. his executors, administrators, and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, to, or out of the said bond and moneys, together with the said bond. To have, hold, receive and enjoy the said bond and moneys, unto the said E. F. his executors, administrators and assigns from henceforth, for his and their own use and benefit forever; and the said C. D. doth hereby make, constitute and appoint, and in his place and stead put and place the said E. F. his executors administrators and assigns the true and lawful attorney and attorneys irrevocable of him the said C. D. in his name, but to and for the sole use and benefit of the said E. F. his executors, administrators and assigns, to ask, demand and receive of and from the within named A. B. the obligor in the within written bond or obligation named, his heirs, executors administrators or assigns, all such principal and interest moneys as now are or shall from time to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all moneys secured by the said bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of all and singular the said hereby assigned bond, moneys and premises, as fully and effectually to all intents and purposes, as the said C. D. his executors, administrators or assigns could or might do if personally present and doing the same. And the said C. D. doth hereby for himself, his executors and administrators covenant with the said E. F., his executors, administrators and assigns, to ratify, allow and confirm all and whatsoever the said E. F., his executors, administrators or assigns shall lawfully do or cause to be done in or about the premises, by virtue of these presents. And the said C. D. for himself, his executors and administrators, doth further covenant promise and agree to and with the said E. F., his executors, administrators and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of remains justly due and owing upon the said bond, and that he the said C. D. hath not received or discharged all or any of the said moneys due, or to grow due on the said bond, nor shall or will release, nonsuit, vacate or disavow any suit or other legal proceedings to be had, made, or prosecuted by virtue of these presents, for the suing for, recovering, releasing, or discharging of the said moneys, or any of them, without the license of the said E. F. his executors, administrators or assigns, first had and obtained in writing, nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such license as aforesaid.

In witness, &c.

ASSIGNMENT OF COPY-RIGHT IN BOOKS.

THIS INDENTURE, made, &c., between of of the one part, and of bookseller, of the other part. Whereas the said hath written and compiled a book entitled, &c. Now this Indenture witnesseth, that the said for and in consideration of the sum of to him in hand paid by the said (the receipt whereof is hereby acknowledged), hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign, unto the said all that the said book, and all his copy-right, title, interest, property, claim, and demand whatsoever of, in, and to the same; to have and to hold the said book, copy-right, and all the profit, benefit, and advantage, that shall or may arise, by and from printing, re-printing, publishing, and vending the same, unto the said his executors, administrators and assigns, on the terms and conditions and for the whole period of time provided and allowed in and by the laws of Canada in that behalf. Provided always nevertheless, and these presents are upon this express condition, that the number of copies to be printed of the first and each and every other edition or impression of the said book, shall not exceed one thousand, and that the said his executors, administrators, and assigns, shall and will pay unto the said his executors, administrators or assigns, the further sum and sums of for, at, and upon the re-printing or making a second and each and every other future and further edition or impression that shall or may be made of the said book, for and towards a further reward and satisfaction to the said for his writing and compiling the same; the said payments to be made before the publication of the said several impressions, or editions (after the first) and sale of the same, or any part thereof, by the said his executors, administrators, or assigns, or any of them, or by any other person or persons, by, for or under them, or any of them. And the said for himself, his executors, administrators, and assigns, doth covenant, promise and agree to and with the said his executors, administrators and assigns, that he the said his executors, administrators, and assigns, shall and will pay or cause to be paid to the said his executors, administrators and assigns, the said respective sum and sums of at and upon the reprinting, and before the publication and sale of the said second and every other future and further edition and impression that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents.

In witness, &c.

ASSIGNMENT OF A DEBT, WITH POWER OF ATTORNEY, &c.

Know all Men by these Presents, that in consideration of the sum of dollars, paid to by of in the county of (the receipt of which is hereby acknowledged,) do hereby sell, assign, and transfer unto the said all claims and demands against of for debts due to the said and all actions against said now pending in favour, and all causes of action whatsoever against him.

And the said do hereby nominate and appoint the said his executors and administrators, attorney or attorneys irrevocable; and do give him and them full power and authority to institute any suit or suits against said and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favour of said against said to final judgment and execution; and any executions for the cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said and the proceeds thereof to take and apply to his or their own use; and in case of levying said executions on any real estate, the said hereby empower the said his executors and administrators, to sell, and execute deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient; or, if he or they prefer it, to execute any conveyances that may be necessary to vest the title thereof in him or them, as his or their own property; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said his executors and administrators without expense to the said

And the said do further empower the said his executors and administrators, to appoint such substitute or substitutes as he or they shall see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said hereby ratifying and confirming all the lawful acts of the said his, &c., in pursuance of the foregoing authority.

IN WITNESS, &c., this day of A.D. 18

Signed, sealed, &c.

ASSIGNMENT OF JUDGMENT-DEBT.

THIS INDENTURE made the day of A.D. 18 , BETWEEN of the first part; and . of the second part:

WHEREAS the said part of the first part on or about the day of 18 recovered a judgment in the Court of against for the sum of damages and costs, making together the sum of

AND WHEREAS the said part of the first part ha agreed to ASSIGN THE SAID JUDGMENT and all benefit to arise therefrom either at law or in equity unto the said part of the second part in manner hereinafter expressed:

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada to the said part of the first part in hand well and truly paid by the said part of the second part, at or before the execution hereof, the receipt whereof is hereby acknowledged the said part of the first part HA granted, bargained, sold, assigned, transferred and set over, and by these presents DO grant, bargain, sell, assign, transfer and set over unto the said part of the second part executors, administrators and assigns ALL THAT THE SAID HEREINBEFORE MENTIONED JUDGMENT, and all and every sum and sums of money now due, and hereafter to grow due by virtue thereof, for principal, interest and costs, and all benefit to be derived therefrom, either at law or in equity, or otherwise howsoever: TO HAVE, HOLD, RECEIVE, TAKE AND ENJOY the same, and all benefit and advantage thereof, unto the said part of the second part, executors, administrators and assigns, to and for and their own proper use and as and for and their own proper moneys and effects absolutely.

not necessary now.

AND the said part of the first part hereby constitute and appoint the said part of the second part, executors and administrators, to be the true and lawful Attorney and Attorneys in the name of the said part of the first part, or otherwise, but at the proper costs and charges of the said part of the second part, executors and administrators, to ask, demand and receive of and from the said executors or administrators, the said judgment, debt, and premises hereby assigned, and on nonpayment of the same, or any part thereof, to obtain any execution or executions, or bring, commence and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said part of the first part could or might have used or taken for the recovery of the same, and on receipt or recovery thereof to sign and give good and effectual receipt or receipts for the same, with full power from time to time to appoint a substitute or substitutes for all or any of the purposes aforesaid.

AND the said part of the first part do hereby agree to ratify and confirm whatsoever the said part of the second part executors or administrators, shall lawfully do, or cause to be done, in or about the premises.

AND the said part of the second part hereby covenant to indemnify and save harmless the said part of the first part from all loss, costs, charges, damages and expenses, by reason or on account of any such proceedings as aforesaid.

In witness, &c.

Signed, sealed, &c.

ASSIGNMENT OF LEASE.

THIS INDENTURE, made the day of A. D. 18 , between hereinafter called the Assignor of the first part and hereinafter called the Assignee of the second part.

WITNESSETH that in consideration of now paid by the said Assignor to the said Assignee (the receipt whereof is hereby acknowledged), the said Assignor do grant and assign unto the said Assignee executors, administrators, and assigns, all and singular, the premises comprised in and demised by a certain Indenture of Lease, bearing date the day of one thousand eight hundred and and made between together with the appurtenances to hold the same unto the said Assignee executors, administrators, and assigns, henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest (if any) of the said Assignor therein. Subject to the payment of the rent and the performance of the Lessees covenants and agreements in the said Indenture of Lease reserved and contained.

And the said Assignor for heirs, executors and administrators, do hereby covenant with the said Assignee executors, administrators, and assigns that notwithstanding any act of the said Assignor he now ha good right to assign the said Lease and premises in manner aforesaid.

And that subject to the payment of the rent and the performance of the Lessees covenants, it shall be lawful for the Assignee executors, administrators and assigns, peaceably and quietly to hold occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, and receive the rents and profits thereof without any interruption by the said Assignor, or any person claiming under free from all charges and incumbrances whatsoever. And also that the said Assignor and all persons lawfully claiming under will, at all times hereafter, at the request and costs of the said Assignee executors, administrators, or assigns, assign and confirm to and them, the said premises for the residue of the said term as the said Assignee executors, administrators or assigns shall reasonably require.

And the said Assignee for heirs, executors, and administrators, do hereby covenant with the said Assignor executors and administrators, that the said Assignee executors, administrators, and assigns, will, from time to time, pay the rent and observe and perform the Lessees covenants and conditions in the said Indenture of Lease, reserved and contained, and indemnify and save harmless the said Assignor, heirs, executors, and administrators, from all losses and expenses in respect of the non-observance or performance of the said covenants and conditions or any of them.

In witness, &c.

Signed, sealed, &c.

(*Usual Affidavit of Execution.*)

ASSIGNMENT OF LEASE BY ADMINISTRATOR.

KNOW ALL MEN BY THESE PRESENTS, that A. B., of administrator of all and singular the goods and chattels, rights and credits of the within named C. D., deceased, for and in consideration of the sum of of good and lawful money of Canada, to him in hand well and truly paid by E. F. of at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath (by and with the consent of the within named A. B. testified by his executing these presents) bargained, sold, assigned, transferred and set over, and by these presents doth (by and with such consent as aforesaid) bargain, sell, assign, transfer and set over unto the said E. F., his executors, administrators, and assigns, all and singular the parcel or tract of land and premises, comprised in the within written indenture of lease, and all the estate, right, title and interest which he the said A. B., as administrator of the said C. D. as aforesaid, or otherwise, now hath, or at any time hereafter shall or may have, claim, challenge, or demand of, in, or to, all or any of the said premises, by virtue of the said indenture of lease or otherwise, as administrator of the said C. D. To have and to hold the said parcel or tract of land, and all and singular other the premises, with their and every of their appurtenances, unto the said E. F., his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the within mentioned term of years, subject nevertheless, to the yearly rent of in and by the said indenture of lease reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisoes and agreements therein contained. And the said A. B. for himself, his heirs, executors and administrators, doth hereby covenant and declare to and with the said E. F., his executors and administrators, and assigns, that he the said A. B. hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly permitted, or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof, the said parcel or tract of land and premises hereby assigned, are, is, can, shall, or may be any ways impeached, charged, affected, or incumbered in title, estate or otherwise, howsoever.

In witness, &c., this day of A. D. 18 .

Signed, sealed, &c.

ASSIGNMENT OF MORTGAGE.

THIS INDENTURE made (in duplicate) the day of A.D. 18 , BETWEEN hereinafter called the "ASSIGNEE" of the part

WHEREAS, by a mortgage dated on the day of 18 did grant and mortgage the land and premises therein and hereinafter described to heirs and assigns for securing the payment of and there is now owing upon the said mortgage

NOW THIS INDENTURE WITNESSETH, that, in consideration of of lawful money of Canada now paid by the said Assignee , to the said Assignor (the receipt whereof is hereby acknowledged) THE said Assignor DO HEREBY ASSIGN and set over unto the said Assignee executors, administrators and assigns ALL that the said before in part recited mortage, and also the said sum of now owing as aforesaid together with all moneys that may hereafter become due or owing in respect of said mortgage and the full benefit of all powers and of all covenants and provisoes contained in said mortgage. And also full power and authority to use the name or names of the said Assignor heirs, executors, administrators or assigns for enforcing the performance of the covenants and other matters and things contained in the said mortgage. AND the said Assignor DO HEREBY GRANT and CONVEY unto the said Assignee heirs and assigns, ALL AND SINGULAR TO HAVE AND TO HOLD the said mortgage and all moneys arising in respect of the same and to accrue thereon, and also the said land and premises thereby granted and mortgaged TO THE USE of the said Assignee heirs, executors, administrators and assigns absolutely forever; but subject to the terms contained in such mortgage.

AND THE SAID ASSIGNOR for heirs, executors, administrators and assigns do hereby covenant with the said Assignee heirs, executors, administrators and assigns, THAT the said mortgage hereby assigned is a good and valid security and that the sum of is now owing and unpaid, AND THAT ha not done or permitted any act matter or thing whereby the said mortgage has been released or discharged either partly or in entirety; AND that will upon request do perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

In witness, &c. Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture from

(Usual Affidavit of Execution.)

ASSIGNMENT OF MORTGAGE.

(By Indorsement.)

THIS INDENTURE made the day of in the year of our Lord 18 , BETWEEN within named, of the first part, and of of the second part, WITNESSETH. that the party of the first part, for divers good considerations, him thereunto moving, and for the further consideration of the sum of five shillings to him in hand well and truly paid by the party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign to the party of the second part, his heirs, executors, administrators and assigns, all the right, title, interest, claim and demand whatsoever, of him the party of the first part, of, in and to the lands and tenements mentioned and described in the within mortgage, and also to all sum and sums of money secured and payable thereby and now remaining unpaid, to have and to hold the same, and to ask demand, sue for and recover the same, as fully to all intents and purposes as he the party of the first part now holds and is entitled to the same.

In witness, &c.

Signed, sealed, &c.

ASSIGNMENT OF A POLICY OF INSURANCE BY ENDORSEMENT.

KNOW ALL MEN BY THESE PRESENTS, that I, the within named A. B., for and in consideration of the sum of to me paid by C. D., of, &c., (the receipt whereof is hereby acknowledged) have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him, the said C. D., all my right, property, interest, claim, and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C. D. and his legal representatives.

In witness, &c., this day of 18 .

AUCTION AGREEMENT BY AUCTIONEER.

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder, and purchaser of (*describe the land*) at the sum of (*or* at the sum of per acre, or foot,) and that he has paid into my hands the sum of as a deposit and in part payment of the purchase money; and I hereby agree, that the vendor, C. D., shall in all respects fulfil the conditions of sale hereto annexed.

WITNESS my hand, at on the day of A. D. 18.

AUCTION AGREEMENT BY PURCHASER.

I HEREBY acknowledge, that I have this day purchased at public auction all that (*describe the land*) for the sum of (*or*, for the price of per acre, or per foot,) and have paid into the hands of J. S., the auctioneer, the sum of as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of unto C. D., the vendor, at on or before the day of and in all other respects on my part to fulfil the annexed conditions of sale.

WITNESS my hand, this day of A. D. 18 .

BILLS OF EXCHANGE AND PROMISSORY NOTES.

FOREIGN BILLS OF EXCHANGE.

No — BANK OF BRITISH NORTH AMERICA,
(*Incorporated by Royal Charter.*)
Toronto Branch, 1st January, 18 .

For £100 Sterling.

Three days after sight pay this first of exchange (second and third not paid) to the order of one hundred pounds sterling, value received.

Manager.
Entered *Accountant.*

To the Court of Directors of the Bank of British North America, London.

BANK OF BRITISH NORTH AMERICA,
(*Incorporated by Royal Charter.*)
No — Toronto Branch, 1st January, 18 .

For £100 Sterling.

Three days after sight pay this second of exchange (first and third not paid) to the order of one hundred pounds sterling, value received.

Manager.

Entered *Accountant.*

To the Court of Directors of the Bank of British North America, London.

Bank of British North America,

(Incorporated by Royal Charter.)

No — Toronto Branch, 1st January, 18 .

For £100 Sterling.

Three days after sight pay this third of exchange (first and second not paid) to the order of one hundred pounds sterling, value received.

Manager.

Entered *Accountant.*

To the Court of Directors of the Bank of British North America, London.

INLAND BILL OF EXCHANGE.

No. — Toronto, 1st January, 18 .

$100 Three months after date pay to or order the sum of one hundred dollars for value received.

(Signed) A. B.

To C. D. *Endorsed.*

Accepted payable at the Bank of

C. D.

PROMISSORY NOTE.

$100. Toronto, 1st January, 18 .

Three months after date I (or we jointly and severally) promise to pay to or order at the Bank of Toronto, the sum of one hundred dollars value received.

(Signed)[1] A. B. or $\left\{ \begin{array}{l} \text{A. B.} \\ \text{C. D.} \end{array} \right.$

BILL OF SALE (CHATTELS).

THIS INDENTURE, made the day of A. D. 18 , BETWEEN

WHEREAS the said part of the first part is possessed of the hereinafter set forth, described, and enumerated, and hath contracted and agreed with the said part of the second part for the absolute sale to of the same, for the sum of NOW THIS INDENTURE WITNESSETH, that in the pursuance of the said agreement, and in consideration of the sum of of lawful money of Canada paid by the said part of the second part to the said part of the first part, at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged) the said part of the first part ha bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said part of the second part, executors, administrators and assigns, ALL THOSE the said and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, or otherwise howsoever, of the said part of the first part, of, in, to, and out of the same, and every part thereof; TO HAVE AND TO HOLD the said hereinbefore assigned and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said part of the first part thereto and therein, as aforesaid, unto and to the use of the said part of the second part, executors, administrators and assigns, to and for sole and only use FOR EVER: AND the said part of the first part do hereby, for heirs, executors and administrators, COVENANT, PROMISE and agree with the said part of the second part, executors and administrators, in manner following, that is to say: THAT the said part of the first part, now rightfully and absolutely possessed of and entitled to the said hereby assigned and every of them, and every part thereof; AND that the said part of the first part, now ha in good right to assign the same unto the said part of the second part, executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents; AND that the said part hereto, of the second part, executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned and every of them, and every part thereof, to and for own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of from or by the said part of the first part, or any person or persons whomsoever: AND that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said part of the first part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and encumbrances whatsoever: AND moreover, that the said part of the first part, and all persons rightfully claiming or to claim any estate, right, title or interest of, in or to the said hereby assigned and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said part of the second part, executors, administrators or assigns, but at the cost and charges of the said part of the second part, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned unto the said part of the second part, executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said part of the second part, executors, administrators or assigns, or his counsel shall be reasonably advised or required.

In witness, &c.

Signed, sealed, &c.

County of
To wit : } I

in the foregoing bill of sale named, make oath and say: THAT the sale therein made is *bona fide*, and for good consideration, namely :— and not for the purpose of holding or enabling me, this deponent, to hold the goods mentioned therein against the creditors of the said bargainor.

Sworn *before me at*
in the County of
this day of
A. D. 18 .

A Commissioner in B. R. &c.

AFFIDAVIT OF EXECUTION.

Canada. }
County of }
to wit: }

make oath and say that I was personally present and did see the annexed Bill of Sale duly signed, sealed and delivered by the part thereto; and that I, this deponent, am a subscribing witness to the same, and that the name set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent; and that the same was executed at

Sworn before me, at }
in the County of }
this day of }
A.D. 18 . }

A Commissioner &c.,

BILL OF SALE OF VESSEL.

Know all Men by these Presents, that I, A. B. of, &c., owner of the brig or vessel, called the of the burden of tons, or thereabouts, now lying at the port of for and in consideration of the sum of dollars, lawful money of Canada, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain, and sell unto the said C. D., his executors, administrators, and assigns, all the hull or body of said brig, or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessaries thereunto appertaining and belonging: the certificate of the registry of which said brig, or vessel, is as follows, to wit: [copy certificate of registry.] To have and to hold the said brig or vessel, and appurtenances thereunto belonging, unto the said C. D. his executors, administrators and assigns, to his and their proper use, benefit, and behoof, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with said C. D., his executors, administrators and assigns, to warrant and defend the said brig, or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever.

In Witness, &c., this day of A.D. 18 .

[Affidavit &c., as in last Form.]

BOND BLANK (WITHOUT CONDITION).

Know all Men by these Presents, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns, for which payment well and truly to be made bind heirs, executors, and administrators and every of them, for ever, firmly by these Presents. Sealed with Seal. Dated this day of A.D. 18 .

Signed, Sealed &c.

MONEY BOND

Know all men by these Presents, that held and firmly bound unto in the penal sum of of lawful money of Canada to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors and administrators for ever firmly by these presents. SEALED with seal. DATED this day of A.D. 18 .

THE CONDITION of the above written bond or obligation is such that if the above bounden heirs, executors or administrators do and shall well and truly pay or cause to be paid unto executors, administrators or assigns, the just and full sum of of lawful money of Canada with interest thereon at the rate of per cent. per annum, on the days and times and in the manner following, that is to say: without any deduction, defalcation or abatement whatsoever, THEN the said bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, sealed, &c.

BOND TO CONVEY LAND.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound to in the penal sum of to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors and administrators, firmly by these presents. SEALED with seal and DATED this day of A.D. 18 .

WHEREAS the above bounden ha contracted and agreed to sell, and also to convey to the said in fee simple absolute the following lands and hereditaments, namely IN CONSIDERATION of the sum of AND the said ha agreed to purchase from the said the said lands, upon the conditions aforesaid.

NOW THE CONDITION OF THIS OBLIGATION is such, that if the above bounden shall at the request of the said heirs or assigns, on or before the day of in the year of our Lord one thousand eight hundred and absolutely convey to the said heirs or assigns, or to such person or persons as the said shall direct or appoint, the said hereditaments hereinbefore mentioned, conformably to the said agreement: PROVIDED the said shall have duly paid the sum of in the manner hereinbefore mentioned in the said agreement, THEN THIS OBLIGATION shall be null and void; OTHERWISE to remain in full force virtue and effect.

Signed, sealed, &c.

(Usual Affidavit of Execution.)

BOND FOR PAYMENT OF PURCHASE MONEY.

KNOW ALL MEN by these presents that held and firmly bound unto in the penal sum of of lawful money of Canada to be paid to the said or to certain attorney, executors, administrators, or assigns, for which payment well and truly to be made bind heirs, executors, and administrators and every of them, for ever, firmly by these presents

SEALED with seal. DATED this day of A.D. 18 .

WHEREAS the above bounden h contracted with the said for the absolute purchase in fee simple, free from all incumbrances of the following parcel or tract of land hereditaments and premises that is to say: AND WHEREAS the above bounden ha agreed to pay therefor the sum of of lawful money of Canada at the times and in the manner following that is to say: AND WHEREAS upon the treaty for the said purchase it was agreed that the above bounden should enter into the above bond or obligation for payment of the said purchase money or unpaid part thereof, and interest, in manner aforesaid and be let into possession of the said lands and premises and receipt of the rents and profits thereof from the day of the date hereof.

Now the condition of the above obligation is such that if the above bounden heirs, executors, administrators, or assigns, shall well and truly pay or cause to be paid to the said executors, administrators, or assigns, the whole of the said purchase money, and interest thereon as aforesaid at the times and in the manner aforesaid, without making any deduction, defalcation, or abatement thereout on any account whatsoever, then the above obligation shall be void OTHERWISE to be and remain in full force and virtue.

Signed, sealed, &c.

(Usual Affidavit of Execution.)

BOND OF INDEMNITY.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors, and administrators, and every of them, for ever, firmly by these presents, SEALED with seal. DATED this day of A.D. 18

THE CONDITION of the above written bond or obligation is such that if the above bounden obligor, his heirs, executors and administrators, do and shall, from time to time, and at all times hereafter, well and truly save, defend and keep harmless, and fully indemnified the said obligee, his heirs, exccutors, and administrators, and his and their lands and tenements, goods, chattels, and effects of from, and against all loss, costs, charges, damages and expenses which the said obligee, his heirs, executors, or administrators, or any of them, may at any time, or times, hereafter bear, sustain, suffer, be at or be put unto, for or by reason, or on account of *(Here state the particular matter or thing, against which the obligee is to be indemnified)* or anything in any manner relating thereto, THEN the above written bond or obligation to be void, otherwise to be and remain in full force, virtue and effect.

Signed, sealed, &c.

BOND OF INDEMNITY UPON PAYING A LOST NOTE.

KNOW ALL MEN BY THESE PRESENTS, that I, of am held and firmly bound unto of in the sum of of lawful money of Canada, to be paid to the said or his certain attorney, executors, administrators or assigns; for which payment, well and truly to be made I bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal. Dated this day of A.D. 18 .

WHEREAS the above-named by his promissory note signed by him, and dated day of A.D. 18 , did promise to pay unto or order six months after date, for value received, and such note was afterwards endorsed by the said and others, and became the property of of as the said avers; and whereas the said alleges that he sent the said note by mail, on the day of last to the above-named to be by him received for the use of said which said note, it is apprehended, was stolen out of the mail, [or *as the case is*,] or otherwise lost. And whereas the said has, on the day of the date hereof, at the request as well of the said as of the said and upon his, the said promising to indemnify the said and deliver up the said note to be cancelled when found, paid the said the said sum of in full satisfaction and discharge of the said note, the receipt whereof the said doth hereby acknowledge; The condition, therefore, of the above-named obligation is such, that if the said , his heirs, executors, or administrators, or any of them, do and shall, from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the said his executors and administrators, and the goods, chattels, lands, and tenements of the said of, from, and against the said note of and of and from all costs, charges, damages, and expenses, that shall, or may happen or arise therefrom, and also to deliver or cause to be delivered up the said note, when and so soon as the same shall be found, to be cancelled, then this obligation to be void; otherwise to be and remain in full force and virtue.

Signed, sealed, &c.

BOND FOR FIDELITY OF CLERK.

KNOW ALL MEN BY THESE PRESENTS, that we of and of and each of us, our, and each of our heirs, executors, and administrators, are firmly bound unto of and of their executors, administrators and assigns, for the payment to them of the penal sum of Sealed with seal. Dated this day of A.D. 18 .

WHEREAS the said and have ageed to admit into their service as clerk, and to continue him in such service, subject to three months notice in writing on either side, on our becoming sureties for his faithfully serving and accounting to them, and the suvivor of them, their and his executors and administrators, and other the person or persons who shall have become partner or partners with them or either of them, and his or their executors and administraters in manner hereinafter mentioned, so long as the said continues in such service; and whereas by the above-written obligation, we have become sureties accordingly;

Now, the above-written obligation is conditioned to be void if the said shall faithfully serve, and from time to time, and at all times account for, and pay over to the said and or the survivor of them, their and his executors and administrators, and other the person or persons who shall have become partner or partners with them, or either of them, and his and their executors and administrators, all moneys, securities for money, goods and effects whatsoever, which he, the said shall receive for their or any of their use, or for the use of any person or body politic, to whom they or either of them shall be accountable or which shall be intrusted to his care by them, or either or any of them, or by or for any person or body politic to whom they or either of them shall be accountable. And shall not embezzle, withhold, destroy, or anywise injure any such moneys, securities for money, goods and effects as aforesaid, or any books, papers, writings, goods, or effects of them, or either or any of them, provided always that each of the said sureties is not to be separately liable, nor are his executors administrators for more than half of the penal sum secured by the above-written obligation. and also that each of said sureties may put an end to his liability on the above written obligation, by giving to the said and their executors or administrators, six months notice in writing of his intention so to do, and shall be free from liability for any event or default happening after the expiration of such notice.

Signed, sealed, &c.

BOND FROM LESSEE AND SURETY TO PAY RENT.

Know all Men by these Presents, that we, C. D., of in the County of and Province of

Carpenter, and E. F. of the same place, Butcher, are held and firmly bound unto A.B., of in the County of and Province of , Esquire, in the penal sum of of lawful money of , to be paid to the said A.B. or to his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us by himself, our and each of our heirs, executors and administrators, for ever firmly by these presents. Sealed with our seals. Dated this day of A.D. 18 .

WHEREAS, the above named A.B. by his Indenture of Lease, bearing even date with and executed before the above written obligation, for the consideration in the said lease mentioned, hath demised to the above bounden C. D.. a certain saw mill, situate at, &c. To hold unto the said C D., his executors, administrators and assigns, for the term of years, from thence next ensuing, determinable, nevertheless, at the end of the first years of the said term, if the said C. D., his executors, administrators, or assigns, shall give months notice thereof, in manner therein mentioned, at and under the yearly rent of payable quarterly, in manner as therein expressed, as by the said lease will more fully appear. Now the condition of the above-written obligation is such that if the above bounden C. D. and E. F., or either of them, their or either of their heirs, executors or administrators, shall and do, during the continuance of the said recited lease, well and truly pay, or cause to be paid, the said yearly rent or sum of unto him the said A. B., his heirs or assigns, by four equal quarterly payments, of each, on the several days following, that is to say, the day of , the day of the day of and the day of in each and every year during the said demise, or within days next after every of the said days or times of payment, according to the true intent and meaning of the said recited lease, the first quarterly payment to be made on the day of next; then the above-written obligation shall be void and of no effect, but if default shall happen to be made of or in any of the said quarterly payments, then the same shall remain in full force.

Signed, sealed, &c.

BOND FOR MINOR TO CONVEY WHEN OF AGE.

Know all Men by these Presents, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment, well and truly to be made, bind heirs, executors, and administrators or assigns, for ever firmly by these presents. Sealed with seal. Dated this day of A. D. 18 .

Whereas of, &c., deceased, by his last will and testament, in writing, dated the day of and duly proved in the Surrogate Court for the County of on the day of A. D. 18 did, among other things, give, devise, and bequeath, all that messuage or tenement situated at described as follows, to wit, which was then in the occupation of to be divided equally between his two sons, and their heirs and assigns ; and whereas the above-named obligee, has agreed with the said and for the absolute purchase of the tenement and premises, so devised to them as aforesaid, at and for the sum of but the said not being yet of the age of twenty-one years, cannot join in conveying the same to the said And whereas the said has, at the request of the above-bound and on his promise and undertaking that the said should, when, and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said convey and assure to him the said his heirs and assigns, his undivided moiety or half part of the said messuage or tenement and premises, paid into the hands of the said the whole of the said purchase money ; and the said has, by his deed of even date herewith, duly made, sealed, and delivered, conveyed his undivided moiety or half part of said messuage or tenement and premises to the said his heirs and assigns ; Now, the condition of this obligation is such, that if the said do and shall, when and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said convey and assure unto him the said his heirs and assigns, by such deeds and conveyances as the counsel of the said shall advise, his undivided moiety or half part of and in the said messuage or tenement and premises, devised to him and the said as aforesaid, and that without any consideration to be paid to him by the said , and also, if, and in case the said his heirs, executors, and administrators, do and shall, in the mean time, and until the said shall have executed such conveyance as aforesaid, save, defend, keep harmless and indemnified the said his heirs executors, administrators, and assigns, and the said messuage or tenement and premises, so to be conveyed by the said to the said as aforesaid, and the rents, issues, and profits thereof, of and from all claim and demand to be made thereto, by or on behalf of the said ; then, &c. ; otherwise, &c.

Signed, sealed, &c.

CHATTEL MORTGAGE.

This Indenture, made (in duplicate) the day of one thousand eight hundred and , Between hereinafter called the Mortgagor of the first part; and hereinafter called the Mortgagee of the second part

Witnesseth that the Mortgagor for and in consideration of dollars of lawful money of Canada to in hand well and truly paid by the Mortgagee at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted bargained sold and assigned and by these presents doth grant bargain sell and assign unto the Mortgagee executors administrators and assigns all and singular the goods chattels furniture and household stuff hereinafter particularly mentioned and described all which said goods and chattels are now lying and being on the premises situate

To have and to hold all and singular the said goods and chattels furniture and household stuff unto the

Mortgagee executors administrators and assigns to the only proper use and behoof of the Mortgagee executors administrators and assigns for ever:

PROVIDED ALWAYS and these presents are upon this express condition that if the Mortgagor executors or administrators do and shall well and truly pay or cause to be paid to the Mortgagee executors administrators or assigns the full sum of dollars with interest for the same at the rate of per centum per annum:

THEN THESE PRESENTS and every matter and thing herein contained shall cease determine, and be utterly void to all intents and purposes anything herein contained to the contrary thereof in anywise notwithstanding:

And the Mortgagor for executors and administrators shall and will warrant and for ever defend by these presents all and singular the said goods chattels and property unto the Mortgagee executors administrators and assigns against the Mortgagor executors and administrators and against all and every other person or persons whomsoever

And the Mortgagor doth hereby for executors and administrators covenant promise and agree to and with the Mortgagee executors administrators and assigns that the Mortgagor executors or administrators or some or one of them shall and will well and truly pay or cause to be paid unto the Mortgagee executors administrators or assigns the said sum of money in the above proviso mentioned with interest for the same as aforesaid on the day and time and in the manner above limited for the payment thereof: And also in case default shall be made in the payment of the said sum of money in the said proviso mentioned or of the interest thereon or any part thereof or in case the Mortgagor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels or any of them or to remove the same or any part thereof out of the or suffer or permit the same to be seized or taken in execution without the consent of the Mortgagee executors administrators or assigns to such sale removal or disposal thereof first had and obtained in writing then and in such case it shall and may be lawful for the Mortgagee executors administrators or assigns with or their servant or servants and with such other assistant or assistants as may require at any time during the day to enter into and upon any lands tenements houses and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be and for such persons to break and force open any doors locks bars bolts fastenings hinges gates fences houses buildings enclosures and place for the purpose of taking possession of and removing the said goods and chattels: And upon and from and after the taking possession of such goods and chattels as aforesaid it shall and may be lawful and the Mortgagee executors administrators or assigns and each and any of them is and are hereby authorized and empowered to sell the said goods and chattels or any of them or any part thereof at public auction or private sale as to them or any of them may seem meet: And from and out of the proceeds of such sale in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these presents and all such expenses as may have been incurred by the Mortgagee executors administrators or assigns in consequence of the default neglect or failure of the Mortgagor executors administrators or assigns in payment of the said sum of money with interest thereon as above mentioned or in consequence of such sale or removal as above mentioned and in the next place to pay unto the Mortgagor executors administrators and assigns all such surplus as may remain after such sale and after payment of all such sum or sums of money and interest thereon as may be due by virtue of these presents at the time of such seizure and after payment of the costs charges and expenses incurred by such seizure and sale as aforesaid :

PROVIDED ALWAYS nevertheless that it shall not be incumbent on the Mortgagee executors administrators or assigns to sell and dispose of the said goods and chattels but that in case of default of payment of the said sum of money with interest thereon as aforesaid it shall and may be lawful for the Mortgagee executors administrators or assigns peaceably and quietly to have hold use occupy possess and enjoy the said goods and chattels without the let molestation eviction hindrance or interruption of the Mortgagor executors administrators or assigns or any of them or any other person or persons whomsoever : and the Mortgagor doth hereby further covenant promise and agree to and with the Mortgagee executors administrators and assigns that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale that the Mortgagor executors or administrators shall and will fortwith pay or cause to be paid unto the Mortgagee executors administrators and assigns all such sum or sums of money with interest thereon as may then be remaining due:

And the Mortgagor doth put the Mortgagee in the full possession of said goods and chattels by delivering to in the name of all the said goods and chattels at the sealing and delivery hereof:

And the Mortgagor covenant with the Mortgagee that he will during the continuance of this mortgage and any and every renewal thereof insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than dollars and will pay all premiums and moneys necessary for that purpose as the same becomes due and will on demand assign and deliver over to the said Mortgagee executors and administrators the policy or policies of insurance and receipts thereto appertaining: provided that if on default of payment of said premium or sums of money by the Mortgagor the Mortgagee executors or administrators may pay the same and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the day of such payment) and shall be repayable with the principal sum hereby secured.

In witness whereof, &c.

Signed, sealed, &c.

ONTARIO :
County of
To WIT :

in the foregoing Bill of Sale by way of Mortgage named make oath and say : That the Mortgagor in the the foregoing bill of sale by way of mortgage named is justly and truly indebted to th deponent the Mortgagee therein named in the sum of dollars mentioned therein :

That the said bill of sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the said the Mortgagor therein named or preventing the creditors of such Mortgagor from obtaining payment of any claim against

Sworn before me at
in the County of this
day of in the
year of our Lord 18

(A Commissioner for taking Affidavits in the Queen's Bench, &c.)

ONTARIO :
County of
To WIT :

I,
of the in the
County of make oath and say :

That I was personally present, and did see the within bill of sale by way of mortgage duly signed sealed and delivered by the parties thereto and that the name set and subscribed as a witness to the execution thereof is of the proper handwriting of me this deponent and that the same was executed at the of in the said County of

Sworn before me at
in the County of
this day of
in the year of our Lord 18

(A Commissioner for taking Affidavits in the Queen's Bench, &c.)

RECEIVED on the day of the date of this Indenture, from &c.

CHATTEL MORTGAGE (BILL OR PROMISSORY NOTE).

THIS INDENTURE made the day of in the year of our Lord one thousand eight hundred and ,

BETWEEN (hereinafter called the Mortgagor), of the first part; and (hereinafter called the Mortgagee), of the second part;

WHEREAS the said Mortgagee ha endorsed the of the said Mortgagor , for the sum of of lawful money of Canada, for the accommodation of the said Mortgagor , which is in the words and figures following, that is to say:—

AND WHEREAS the said Mortgagor ha agreed to enter into these Presents for the purpose of indemnifying and saving harmless the said Mortgagee of and from the payment of the said or any part thereof, or any hereafter to be endorsed by the said Mortgagee for the accommodation of the said Mortgagor , by way of renewal of the said recited so that, however, said renewal shall not extend the time for payment of said beyond the period of one year from the date hereof, nor increase the amount of said liability beyond the amount of said interest accruing thereon.

NOW THIS INDENTURE WITNESSETH that the said Mortgagor for and in consideration of the premises and of the sum of one dollar of lawful money of Canada, to in hand well and truly paid by the said Mortgagee , at or before the sealing and delivery of these Presents, (the receipt whereof is hereby acknowledged,) ha granted, bargained, sold, and assigned, and by these presents do grant, bargain, sell, and assign unto the said Mortgagee executors, administrators, and assigns, all and singular the goods and chattels hereinafter particularly mentioned and described, that is to say :—

TO HAVE AND TO HOLD all and singular the goods and chattels hereinbefore granted, bargained, sold and assigned, or mentioned, or intended so to be, unto the said Mortgagee executors, administrators, and assigns, to the only proper use and behoof of the said Mortgagee executors, administrators, and assigns, for ever ; provided always, and the presents are upon this condition, that if the said Mortgagor executors or administrators, do and shall well and truly pay, or cause to be paid the said so as aforesaid endorsed by the said Mortgagee a copy of which said is set out in the Recital to this Indenture ; and do and shall well and truly pay or cause to be paid all and every other which may hereafter be endorsed by the said Mortgagee for the accommodation of the said Mortgagor by way of renewal of the said in the said

Recital to this Indenture set forth, and indemnify, and save harmless the said Mortgagee heirs, executors, and administrators, from all loss, costs, charges, damages, or expenses, in respect of the said or Renewals, as hereinbefore set forth,

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding; and the said Mortgagor for executors and administrators, shall and will warrant and forever defend by these Presents all and singular the said goods, chattels, and property by these Presents unto the said Mortgagee executors, administrators, and assigns, against the said Mortgagor executors, and administrators, and against all and every other person and persons whomsoever.

And the said Mortgagor do hereby for executors and administrators, covenant promise and agree, to and with the said Mortgagee executors, administrators, and assigns, that the said Mortgagor executors or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, the said in the above Recital and Proviso mentioned, and all future and other which the said Mortgagee shall hereafter endorse for the accommodation of the said Mortgagor as aforesaid, and indemnify and save harmless the said Mortgagee heirs, executors, and administrators, from all loss, costs, charges, damages, or expenses in respect thereof.

And also, that in case default shall be made in the payment of the said or any future as in the said Proviso mentioned, or the interest thereon, or any part thereof, or otherwise as aforesaid, or in case the said Mortgagor shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or remove the same or any part thereof, out of the without the consent of the said Mortgagee executors, administrators, or assigns, to such sale, removal or disposal thereof first had and obtained in writing, or in case said Mortgagor shall not pay the taxes on said premises, or said goods, as they become due, or within ten days thereafter, or in case said goods be seized either for rent or taxes, then and in any of such cases all the moneys hereby secured shall become due and payable, and it shall and may be lawful for the said Mortgagee executors, administrators, or assigns, with or their servant or servants, and with such other assistant or assistants as or they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever, where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, encloseures, and places, for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Mortgagee executors, administrators, or assigns, and each or any of them, is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to or them or any of them may seem meet; and from and out of the proceeds of such sale in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these Presents, on the said or any future as aforesaid, and all such expenses as may have been incurred by the said Mortgagee executors, administrators, or assigns, in consequence of the default, neglect or failures of the said Mortgagor executors, administrators, or assigns, in payment of the said as above mentioned, or in consequence of such sale or removal, or otherwise, as above mentioned, and in the next place to pay unto the said Mortgagor executors, administrators, or assigns, all such surplus as may remain after such sale, and after payment of all such sum and sums of money and interest thereon, as the said Mortgagee shall be called upon to pay by reason of endorsing the said in the said Recital and Proviso mentioned, or any future to be endorsed by the said Mortgagee for the said Mortgagor as aforesaid, at the time of such seizure, and after payment of the costs, charges, and expenses incurred by such seizure and sale, or otherwise, as aforesaid; provided always, nevertheless, that it shall not be incumbent on the said Mortgagee executors, administrators, and assigns, to sell and dispose of the said goods and chattels; but that in case of default in payment of the said as aforesaid, it shall and may be lawful for the said Mortgagee executors, administrators, and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without let, molestation, eviction, hindrance, or interruption of the said Mortgagor executors, administrators, or assigns, or any of them, or any other person or persons whomsoever ; and the said Mortgagor do hereby for heirs, executors, and administrators, further covenant, promise, and agree, to and with the said Mortgagee executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Mortgagor executors or administrators, shall and will forthwith pay, or cause to be paid unto the said Mortgagee executors, administrators, and assigns, all such sum or sums of money, with intersst thereon as may then be remaining due upon or under the said and the said Mortgagor do put the said Mortgagee in full possession of the said goods and chattels by delivering to in the name of all the said goods and chattels at the sealing and delivery hereof

And the said Mortgagor covenant with the said Mortgagee that he will during the continuance of this Mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than dollars, and will pay all premiums and moneys necessary for that purpose, as the same become due ; and will on demand assign and deliver over to the said Mortgagee executors and administrators, the policy or policies of insurance and receipts thereto appertaining ; provided, that if on default of payment of said premium or sums of money by the said Mortgagor , the said Mortgagee executors or administrators, shall pay the same; then such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate, from the day of such payment, and shall be repayable with the sum hereby secured.

In witness whereof, &c.

Signed, sealed, &c.

ONTARIO:
County of
To Wit: } I of in the foregoing Bill of Sale by way of Mortgage named, make oath and say: That such Mortgage truly sets forth the agreement entered into between and the said Mortgagor therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by such Mortgage, and that the said Bill of Sale by way of Mortgage was executed in good faith and for the express purpose of securing the said Mortgagee therein named against the payment of the amount of such liability for the said Mortgagor as therein set out, and not for the purpose of securing the goods and chattels mentioned therein against the Creditors of the Mortgagor nor to prevent such Creditors from recovering any claims which they may have against such Mortgagor.

Sworn before me, at
in the County of
this
day of in the year
of our Lord 18 . }

A Commissioner for taking Affidavits in the Queen's Bench, &c.

ONTARIO:
County of
To wit: } I, of make oath and say: That I was personaly present and did see the within Bill of Sale by way of Mortgage duly signed, sealed, and delivered by the parties thereto, and that I, this deponent, am a subscribing witness to the same; That the name set and subcribed as a witness to the execution thereof, is of the proper handwriting of me this deponent; and that the same was executed at in the said County of

Sworn before me, at
in the County of
this day of
in the year of our Lord 18 . }

A Commissioner for taking Affidavits in the Queen's Bench, &c.

CHATTEL MORTGAGE. (FUTURE ADVANCES.)

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and .

BETWEEN , of the first part; and of the second part.

WITNESSETH, that whereas

Now, therefore, the said party of the first part for the consideration hereinbefore recited, and in pursuance of the said agreement, hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the said party of the second part, executors, administrators, and assigns, all and singular, the goods, chattels, furniture and household stuff hereinafter particularly mentioned and described in the schedule hereunto annexed marked A., to have and to hold, all and singular, the said goods, chattels, furniture and household stuff hereinbefore granted, bargained, sold and assigned or mentioned, or intended so to be, unto the said party of the second part executors, administrators and assigns, to the sole and proper use and behoof of the said party of the second part executors, administrators and assigns for ever; provided always, and these presents are upon this condition, that if the said party of the first part, executors or administrators do and shall well and truly and do and shall well and truly save harmless the said party of the second part from

Then these presents, and every matter and thing herein contained, shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding. And the said party of the first part, for executors and administrators, all and singular the said goods, chattels and property by these presents unto the said party of the second part, executors, administrators and assigns, against the said party of the first part, heirs, executors and administrators, and against all and every other person and persons whomsoever claiming under him, shall and will warrant and forever defend by these presents; and the said party of the first part doth hereby for heirs, executors and administrators, covenant, promise and agree to and with the said party of the second part, executors, administrators and assigns, or in case the said party of the first part shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same or any part thereof out of the county of without the consent of the said party of the second part, executors, administrators or assigns, to such sale, removal or disposal thereof first had and obtained in writing, then and in such case it shall and may be lawful for the said party of the second part, executors, administrators or assigns, with or their servant or servants, and with such other assistant or assistants as or they may require at any time during the day to enter into and upon any lands, tenements, houses and premises wheresoever the said goods and chattels or any part thereof may be, and for such persons to break and force open any door, locks, bolts, bars, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after taking possession of such goods and chattels as aforesaid, it shall and may be lawful for the said party of the second part, executors, administrators or assigns, and each or any of them is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to them or any of them may seem meet, and from and out of the proceeds of such sale in the first place to pay and reimburse and themselves all such sums and sum of money as may be due by virtue of these presents, and all such expenses as may have been incurred by the said party of the second part, executors, administrators or assigns, in consequence of the default, neglect or failure of the said party of the first part, executors, administrators or assigns, in payment of the said sum of money with interest thereon as above mentioned; and in the next place to pay unto the said party of the first part, executors or administrators, all such surplus as may remain after such sale, and after payment of all such sum and sums of money and interest thereon as may be due by virtue of these presents at the time of such seizure, and after payment of the costs and charges and expenses incurred by such seizure and sale as aforesaid;

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said party of the second part, executors, administrators or assigns, to sell and dispose of the said goods and chattels, but that in case of default it shall and may be lawful for the said party of the second part executors, administrators or assigns, peaceably and quietly to have, hold, use, occupy possess and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of the said party of the first part, executors or administrators, or any of them, or any other person or persons whomsoever:

And the said party of the first part doth hereby further covenant, promise and agree, to and with the said party of the second part, executors administrators and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said party of the first part, executors or administrators, shall and will forthwith pay or cause to be paid unto the said party of the second part, executors, administrators or assigns all such sum and sums of money, with interest thereon, as may then be remaining due.

And the said party of the first part doth put the said party of the second part in full possession of the said goods and chattels, by delivering to in the name of all the said goods and chattels, at the sealing and delivery hereof.

In witness whereof, &c.

Signed, sealed, &c.

ONTARIO,
County of
To wit: } I, make oath and say:

That the foregoing mortgage truly sets forth the agreement entered into between myself and therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by the foregoing mortgage.

That the foregoing mortgage is executed in good faith, and for the express purpose of securing me against the payment of the amount of my liability, for the said

That the foregoing mortgage is not executed for the purpose of securing the goods and chattels mentioned in the Schedule attached hereto marked A. against the creditors of the said or to prevent such creditors from recovering any claim which they may have against the said

Sworn before me, at
in the County of
this day of
A. D. 18 .

A Commissioner in B. R., &c.

ONTARIO,
County of
To WIT : I, of make oath and say :

That I was personally present and did see the within Chattel Mortgage duly signed, sealed and executed by the parties thereto, and that the name set and subscribed as a witness to the execution thereof is my proper handwriting, and that the same was executed at the of in the County of

Sworn before me, at the
of in the County
of the
day of A. D. 18 .

A Commissioner in B. R., &c.

CHATTEL MORTGAGE ASSIGNMENT.

THIS INDENTURE, made the day of one thousand eight hundred and , BETWEEN
hereinafter called the Assignor of the first part
hereinafter called the Assignee of the second part

WHEREAS, by a certain chattel mortgage dated on the day of one thousand eight hundred and , and duly filed in the County Court of the County of one mortgaged the goods and chattels therein mentioned unto the said assignor executors, administrators and assigns for securing the payment of dollars and interest thereon at the rate of per cent. per annum, from

And whereas there is now owing upon the said mortgage the sum of dollars and interest thereon at the rate aforesaid from the day of

Now THIS INDENTURE WITNESSETH, that in consideration of dollars of lawful money of Canada now paid by the said Assignee to the said Assignor (the receipt whereof is hereby acknowledged) the said Assignor do hereby assign and set over unto the said Assignee executors administrators and assigns all that the said hereinbefore in part recited mortgage, and also the said sum of dollars and the interest thereon now owing as aforesaid together with all moneys that may hereafter become due or owing in respect of the said mortgage and the full benefit of all powers and of all covenants and provisoes contained in said mortgage, and the said Assignor do hereby grant bargain sell and assign unto the said Assignee heirs and assigns all and singular the said goods and chattels therein and hereinafter more particularly mentioned and described, that is to say:
And all the right title interest property claim and demand whatsoever, both at law and in equity, or otherwise howsoever of him the said Assignor of in to and out of the same and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore recited mortgage and the moneys secured thereby, and also the said goods and chattels and every of them with their appurtenances unto the said Assignee executors administrators and assigns absolutely; Subject to the proviso for redemption contained in the said mortgage.

And the said Assignor for executors and administrators do hereby covenant with the said Assignee executors administrators and assigns that the said sum of dollars and interest thereon at the rate aforesaid from the day of is now justly due owing and unpaid upon and by virtue of the said mortgage and that ha not done or permitted any act matter or thing whereby the said mortgage has been released or discharged, or the said goods and chattels in any wise encumbered or whereby the said goods and chattels or any of them have been or may be removed from the said and that executors and administrators will upon the request and and at the cost of the said assignee executors administrators and assigns do perform and execute every act necessary for further assuring the said mortgage and money goods and chattels and for enforcing the performance of the covenants and other matters contained in the said mortgage.

In witness whereof, &c.

Signed, sealed, &c.

ONTARIO: } I,
County of } of the of
To WIT: } in the County of make oath and say:

That I was personally present and did see the foregoing assignment of chattel mortgage duly signed sealed and executed by the parties thereto; and that I this deponent am a subscribing witness to the same: and that the name set and subscribed as a witness to the execution thereof is of the proper handwriting of me this deponent and that the same was executed at

Sworn before me at
in the County of
this day of
in the year of our Lord 18

(A Commissioner for taking Affidavits in the Queen's Bench, &c.)

ONTARIO:
County of
To WIT: } I

in the foregoing assignment named, make oath and say: that the sale therein made is *bona fide*, and for good consideration, namely: and not for the purpose of holding or enabling me this deponent to hold the goods mentioned therein against the creditors of therein named.

Sworn before me at
in the County of
this day of
in the year of our Lord 18

(A Commissioner in B. R., &c.)

CHATTEL MORTGAGE RENEWAL.

(*Statement* "*B.*")

THE INTEREST OF the mortgagee in the goods and chattels described in the chattel mortgage of which the annexed paper writing marked "A," is a true copy, made by to and dated the day of one thousand eight hundred and is as follows:

The said mortgage was made by the said mortgagor to said mortgagee to secure the due payment of for which said mortgage has been assigned.

The amount still due and payable for principal and interest is according to the following particulars:

ONTARIO:
County of
TO WIT:

I
of the of
in the County of
make oath and say:

1. I am the mortgagee mentioned in the chattel mortgage of which the annexed paper writing marked "A," is a true copy.
2. That the said chattel mortgage has not been nor is kept on foot for any fraudulent purpose.
3. That the foregoing statement marked "B," is true.

SWORN before me at
in the County of
this day of A.D. 18 .

A Commissioner in B. R., &c.

CHATTEL MORTGAGE DISCHARGE.

DOMINION OF CANADA,
Province of Ontario.

To the Clerk of the County Court of the Count of I do certify, that ha satisfied all money due on or to grow due on a certain CHATTEL MORTGAGE made by to which Mortgage bears date the day of A.D. 18 , and was registered in the Office of the Clerk of the County Court of the Count of on the day of A.D. 18, as No, that such Chattel Mortgage has been assigned, and that I am the person entitled by law to receive the money, and that such Mortgage is therefore discharged. Witness my hand this day of A.D. 18

Witness
Residence.
Occupation.

ONTARIO:
County of
To WIT: I make oath and say:

1. That I was personally present and did see the within Certificate of Discharge of Chattel Mortgage duly signed, sealed and executed by one of the parties thereto. 2. That the said certificate was executed at the . 3. That I know the said . 4. That I am a subscribing witness to the said certificate.

Sworn before me, at
in the County of
this day of
in the year of our Lord 18 .

A Commissioner for taking Affidavits in B. R., &c.

WARRANT UNDER CHATTEL MORTGAGE.

To
my bailiff in this behalf

You are hereby authorized and required to seize and take all the goods and chattels mentioned in the mortgage, a whereof is hereunto annexed wherever the same may be found and the same to sell and dispose of as provided by the said mortgage so as to realize the sum of now due and owing to by virtue of the provisions therein contained, and the said sum or so much thereof as may be realized to pay over to executors, administrators or assigns, and proceed thereupon to obtain possession of such goods and chattels and for the recovery of the last mentioned sum as the law directs, and the said indenture permits, and for your so doing this shall be your sufficient warrant and authority.

Witness hand and seal this day of A.D. 18 .

Witness,

WARRANT UNDER CHATTEL MORTGAGE.

(Another form.)

To my bailiff in this behalf

You are hereby authorized and required to seize and take all the goods and chattels mentioned in a certain chattel mortgage made by a duplicate of which said mortgage is hereunto annexed and marked with the letter A, wherever the same may be found, and the same to sell and dispose of as provided by the said mortgage so as to realize the sum of now due and owing to by virtue of the provisions therein contained, and the said sum, or so much thereof as may be realized, to pay over to executors, administrators or assigns, and proceed thereupon to obtain possession of such goods and chattels and for the recovery of the last mentioned sum as the law directs, and the said indenture permits, and for your so doing this shall be your sufficient warrant and authority.

Witness hand and seal this day of 18 .

L

CHARTER PARTY.

THIS CHARTER PARTY, indented, made, concluded, and and agreed upon, the day of A. D. 18 BETWEEN A.B. of master and owner of the ship or vessel called of the burthen of of the one part, and C. D. of of the other part, witnesseth : That the said A. B., for the consideration hereinafter mentioned, hath granted and to freight letten, and by these presents doth grant and to freight let, unto the said C. D., his executors, administrators, and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of to the port of in a voyage to be made with the said ship in the manner following (that is to say :) the said A. B. is to sail with the first fair wind and weather that shall happen next after the day of or before the day of next, from the said port of with the goods and merchandize of the said C. D., his factors or assigns on board to aforesaid, there to be delivered and discharged of her said cargo, within fifteen days next after her arrival to the end of the said voyage : In consideration whereof, the said C. D., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, and every of them, by these presents, that the said C. D., his executors, administrators, factors, or assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, and assigns, for the freight of the said ship or goods, the sum of [or thus, 20 dollars a ton for loading or unloading and taking in goods at and ports,] within one and twenty days after the said ship's arrival, and goods discharged at aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by default of him the said C. D., his factors or assigns, the sum of two dollars a day, daily and every day, as the same shall grow due; and the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of at wharf, to take in goods, by the said day of next coming; and within ten days after the said ship shall be ready at the said wharf as aforesaid, the said C. D. doth grant, promise, and agree, to have his goods ready and put on board of said ship, in order that she may proceed on her said voyage. And the said A. B. doth also covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be at the best endeavour of the said A. B., his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch, and strong, and well furnished, and provided as well with men and mariners sufficient and able to sail, guide, and govern the said ship as with all manner of rigging, boats, tackle, apparel, furniture, provision, and appurtenances, fitting and neccessary for the said men and mariners, and for the said ship, during the voyage aforesaid.

In Witness, &c.

CLERKSHIP, ARTICLES OF, TO AN ATTORNEY

ARTICLES OF AGREEMENT made the day of A.D. 18 . BETWEEN A. B. of gentleman, one of the attorneys of Her Majesty's Courts of Queen's Bench and Common Pleas for Ontario, and a solicitor of the Court of Chancery of the one part, and C. D. of and E. F. son of the said C. D. of the other part, WITNESS that the said E. F. of his own free will and by and with the consent and approbation of the said C. D. hath placed and bound himself, and by these presents doth place and bind himself clerk to the said A. B. to serve him from the day of the date hereof, for and during, and until the full end and term of five years from hence next ensuing, and fully to be complete and ended. And the said C. D. doth hereby for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators, and assigns, that the said E. F. shall and will well and faithfully, and diligently serve the said A. B. as his clerk in the business, practice, or profession of an attorney at law and solicitor in chancery, from the day of the date hereof, for and during, and unto the full end of the said term of five years, and that he the said E. F. shall not at any time during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with, any of the books, papers, writings, documents, moneys, chattels, or other property of the said A. B., his executors, administrators, or assigns, or his partner or partners, or any of his clients or employers. √ And that in case the said E. F. shall act contrary to the last mentioned covenant, or if the said A. B., his executors, administrators, or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehavior, neglect, or improper conduct of the said E. F., the said C. D., his heirs, executors, or administrators, shall indemnify the said A. B. and make good and reimburse him the amount or value thereof. And further, that the said E. F. will at all times keep the secrets of the said A. B. and his partner or partners, and will at all times during the said term, readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said A. B. at any time during the said term without his consent first had and obtained, and shall, from time to time, and at all times during the said term, conduct himself with all true diligence, honesty, and sobriety. And that the said C. D., his executors, and administrators, will from time to time, and at all times during the said term, find and provide the said E. F. with all necessary and becoming apparel, and also medicine and surgery in case of illness. [*This latter covenant may be extended to other things as for the support and maintenance of the Clerk, &c.*] And the said E. F. doth hereby for himself covenant with the said A. B., his executors, administrators, and assigns, that he, the said E. F. will truly, honestly and diligently serve the said A. B. at all times for and during the said term, as a faithful clerk ought to do in all things whatsoever in the manner above specified.

IN CONSIDERATION WHEREOF and of five shillings of lawful money by the said C. D. to the said A. B. paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) the said A. B. for himself, his heirs, executors and administrators, doth covenant with the said C. D. his executors and administrators, that he the said A. B. will accept and take said E. F. as his clerk. And also that the said A. B. will, by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct or cause to be taught and instructed, the said E. F. in the said practice or profession of an attorney-at-law and solicitor-in-chancery, which he said A. B. now doth, or shall at any time during the said term, use or practice. (Other covenants may if within the object of the clerkship be inserted here. Sometimes, especially if the clerk has been sometime in the profession, the attorney covenants to pay him a salary.) And also will at the expiration of the said term use his best means and endeavours, at the request, costs and charges of the said C. D. and E. F. or either of them, to cause and procure him, the said E. F. to be admitted and sworn an attorney of Her Majesty's said Courts of Queen's Bench and Common Pleas, or either of them, and a solicitor of the Court of Chancery, or any other of Her Majesty's Courts of Law or Equity, provided the said E. F. shall have well, faithfully, and diligently served his said intended clerkship.

In witness, &c.

Signed, sealed, &c.

If the intended clerk be of full age, there will be no necessity for the father to be made a party.

CONDITIONS OF SALE OF LAND.

(Special form.)

1. The highest bidder shall be declared the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person shall advance at any one bidding less than dollars, or retract his or her bidding; and the vendors, by themselves or their agent, shall be at liberty to bid once for the property.

3. The purchaser shall pay, immediately after the sale, to the vendor's solicitor, a deposit of per cent in part of the purchase money and sign an agreement for the payment of the remainder on or before the day of , 18 . The premises will be sold subject to all defects or imperfections of title subsisting before the commencement of the title of the present vendors, and not occasioned by any act done by them or any person claiming under or in trust for them (and subject also to the several mortgages outstanding appearing on the certificate of the registrar of the county of which will be produced at the time of the sale.)

4. The purchaser shall accept a conveyance from the vendors, to be prepared at his own expense, on payment of the remainder of the purchase money; and possession will be given on completion of the purchase; from which time the purchaser shall be entitled to the rents and profits. But if, from any cause, the remainder of the purchase money shall not be paid on the day of , 18 , the purchaser shall pay interest for the same at the

rate of   per cent. from that day to the day of payment; but, nevertheless, this stipulation to be without prejudice to the vendor's right to insist on the performance of this last condition.

5. If any mistake be made in the description of the property, or there be any other error in the particulars of sale, the same shall not annul the sale, but a compensation or equivalent shall be given, or taken, as the case may require, according to the average of the whole purchase money (on such error or misstatement being proved): such compensation or equivalent to be settled by two referees or their umpire—one referee to be chosen by each party, within ten days after notice given of the error, and the umpire to be chosen by the referees immediately after their appointment.

6. The purchaser shall not be entitled to the production of any title deeds other than such as are in the vendor's hands, or in the hands of the several mortgagees.

7. Lastly, upon failure of complying with the above conditions, the deposit shall be forfeited, and the vendors shall be at full liberty (with or without notice) to re-sell the estate by public auction or private sale; and if, on such resale, there should be any deficiency, the purchaser shall make good such deficiency to the vendors, and all expenses attending such re-sale; the same to be recoverable as liquidated damages.

CONDITIONS OF SALE.

(Another form—Court of Chancery.)

1. No person shall advance less than $ at any

bidding under $ nor less than $ an any bidding over $ and no person shall retract h bidding.

2. The highest bidder shall be the purchaser, and if any dispute arise as to the last, or highest bidder, the property shall be put up at a former bidding.

3. The parties to the suit, with the exception of the vendor are to be at liberty to bid

4. The purchaser shall at the time of sale, pay down a deposit in the proportion of $ for every $ of his purchase money, to the vendor , or Solicitor and shall pay and upon such payment the purchaser shall be entitled to the conveyance, and to be let into possession, the purchaser at the time of sale to sign an agreement for the completion of the purchase.

5. The purchaser shall have the conveyance prepared at h own expense, and tender the same for execution.

6. If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposit, and all other payments made thereon shall be forfeited, and the premises may be re-sold, and the deficiency (if any) by such re-sale, together with all charges attending the same or occasioned by the defaulter, are to be made good by the defaulter.

Dated the day of A.D. 18

I agree to purchase mentioned in the annexed particulars for the sum of and upon the terms mentioned in the above conditions of sale.

Dated the day of A.D. 18

Witness :

CONDITIONS OF SALE OF GOODS.

1. The highest bidder to be the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person to advance less than cents at a bidding.

3. The purchasers to give in their names, and place of residence *(if required)*, and pay down a deposit of per cent. in part payment of purchase money; in default of which, the lot or lots so purchased will be immediately put up again and re-sold.

4. The lots to be taken away at the buyer's expense, within three days after, and the remainder of the purchase money to be paid on or before delivery.

5. Upon failure of complying with these conditions, the deposit money shall be forfeited; and all lots uncleared within the time aforesaid shall be re-sold by public auction or private sale, and the deficiency, if any, on such re-sale shall be made good by the defaulter.

CONTRACT TO DO WORKS, &c.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN

WITNESSETH that the said part of the first part, in consideration of the sum of of lawful money of Canada to be paid to therefor, do hereby for heirs, executors and administrators, covenant and agree with the said part of the second part and executors, administrators and assigns, that, the said part of the first part heirs, executors and administrators, shall and will execute and perform ALL the of every kind required in the erection and finishing of which said Works are represented and specified in certain Plans and Specifications prepared therefor, and signed by Architect, and the said part of the first part, which said Plans and Specifications are hereby expressly declared to be incorporated in and to form part of this Indenture as if the same had been embodied therein, and the said Works shall in all things be performed according to the same plans and specifications after the manner therein set forth and explained, and shall be in all things to the entire satisfaction of the said or other person who may succeed as Architect, in charge of the said Works, under a penalty of as liquidated damages for every beyond the said time, the said Works shall remain incomplete, and that the said part of the first part heirs, executors, and administrators, and every one of workmen, agents and servants, shall, in all things concerning the performance of the said Works, obey, abide by and keep all the several conditions set forth in the said Specifications, and particularly in that portion of said Specifications entitled conditions, and numbered from one to inclusive. AND it is hereby expressly declared and agreed on by and between the said parties of the first and second parts that all detailed drawings and specifications to be furnished by the Architect during the progress of the Work, as mentioned in the Specification hereinbefore mentioned, shall be equally considered as incorporated in and forming part of this Indenture, as if the same had been embodied therein. AND the said parties of the first and second parts, do hereby interchangeably covenant and agree, the one with the other of them, that all differences or disputes which shall or may during the continuance of this contract arise as to the meaning or intention of any part of the Plans, drawings or specifications already or hereafter to be provided, or which shall or may in anywise arise or be caused between the said parties by reason of this contract during the continuance thereof, when and so often as the same shall happen shall be referred to the award, order and determination of said or other person who may succeed as architect in charge of the said works, whose award in writing under hand concerning all matters so to referred shall be final, so as the said arbitrator do make and publish award in writing, within the space of days after shall have been requested by either party in writing, to decide concerning the matter in difference, and that this submission, and reference in respect of the same may be made a rule of Her Majesty's Court of Queen's Bench, at Toronto, if such Court shall so please according to the statute in such case made and provided.

In Witness, &c.

Signed, Sealed &c.

CONTRACT TO BUILD A HOUSE.

BE IT REMEMBERED, that on this day of , A. D. 18 , it is agreed by and between A. B. of , and C. D. of , in manner and form following, viz.:

The said C. D., for the considerations hereinafter mentioned, doth for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at , well and substantially erect, build, set up, and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz., &c., and to compose the same with such stone, brick, timber and other materials as the said A. B., or his assigns, shall find and provide for the same: in consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree to and with the said C. D., his executors, administrators, and assigns, well and truly to pay or cause to be paid, unto the said C. D., or his assigns, the sum of in manner following, that is to say, the sum of , part thereof, at the beginning of the said work; the sum of more, another part thereof, when the same shall be completely finished; and also that he, the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, &c., each to the other, in the penal sum of , firmly by these presents.

In witness whereof, &c.

SUB-CONTRACT BETWEEN BUILDER AND CARPENTER.

An Agreement made the day of , in the year of our Lord 18 , between T. G., of builder, and C. D., of , carpenter.

Whereas, the said T. G. hath entered into a contract with J. B., of &c, to erect a dwelling house and offices according to certain plans, elevations, and specifications referred to in the said contract, under the superintendance of W. M. or other surveyor of the said J. B., and which contract is dated the day of . Now it is hereby agreed, that in consideration of the sum of to be paid by the said T. G. to the said C. D., as hereinafter mentioned, the said C. D. shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools, and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said T. G. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C. D. in the performance of the work agreed to be performed by him, the said C. D. shall pay to the said T. G. the amount of such penalties; and that in case the said W. M. or other surveyor appointed to superintend the works under the said contract shall disapprove of the work done by the said C. D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said T. G. to dismiss and discharge the said C. D. from the further performance of such work, and employ some other person to complete the same; and that in such case the money which the said T. G. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C. D. under this agreement; and that for the consideration aforesaid, the said T. G. shall pay to the said C. D. the sum of in manner following: 75 per cent, on the price and value of the work done by the said C. D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwelling house and offices.

In witness, &c.

The foregoing form may be easily adapted to any particular work on a building, as bricklayers, painters, &c.

CONTRACT TO DO REPAIRS, &c.

An Agreement made the day of , in the year of our Lord 18 , between A.B., of, &c., and C.D., of &c. The said A.B. agrees to do all the works hereunder specified, in the best and most workman-like manner, and to provide for such works all necessary materials and things of the best quality, and to complete and finish the said works on or before the day of next; and in case the works shall not be finished on or before the said day of to pay or allow to the said C. D., out of the moneys payable under this agreement, the sum of for each day during which the said works shall remain unfinished after the said day of ; and that in case the said C. D. shall require any additions or alterations to be made to the works hereunder specified, to execute such additions and alterations in the best and most workmanlike manner, with materials of the best quality: And it is hereby agreed, that in case any additional works shall be required by the said C. D., or in case the said C. D. shall delay the execution of the said works, the said A. B. shall have such additional time for the performance of the said works, after the said day of as shall have been consumed in the execution of such additional works, or as the time during which the said C. D. shall have delayed the said works, and that the payments for delay shall not be payable until after the expiration of such additional time: And it is hereby further agreed, that materials brought upon the premises of the said C. D. for the purpose of being used in the said works, shall, if of proper description and quality, immediately become the property of the said C. D.; And the said C. D. agrees to pay to the said A. B. for the said works the sum of within one week after the same shall be finished: And it is hereby agreed, that in case of any additions or alterations being made in or to the said works, the price of such additions or alterations shall be estimated in proportion to the said sum of for the whole of the said works, and such price so estimated shall be either added to or deducted from the sum of

In witness, &c.

CONTRACT FOR SALE OF STOCK.

THIS AGREEMENT, made the day of , A.D. 18 , between A. B., of, &c., merchant, of the one part, and C. D., of, &c., merchant, of the other part.

The said A. B. agrees to sell, and the said C. D. agrees to buy, all the stock of goods, wares, and merchandise now being in and upon the store occupied by the said A. B., at aforesaid, at the invoice price thereof (or at the sum of $, or otherwise as agreed on), an account of such goods, wares, and merchandise being taken by the parties hereto in the presence of each other. And it is hereby agreed that any of the said goods, wares, or merchandise which may be damaged, shall be appraised and valued by three disinterested persons; each of the parties hereto selecting one of such persons and the two so selected appointing the third; and that the price set upon such damaged goods, wares, and merchandise by the said three persons shall be substituted for the invoice price thereof; and that within ten days after the value of the said goods, wares, and merchandise shall have been ascertained as aforesaid, the said C. D. is to pay the valuation thereof to the said A. B. And the said A. B. agrees to make, execute, and deliver unto the said C. D. a good and sufficient bill of sale and conveyance thereof, and to give to the said C. D. quiet and peaceable possession thereof upon payment to him, the said A. B., by the said C. D., within the time before specified, of the invoiced or appraised value as aforesaid.

In witness, &c.

If desired the form for appraising damaged goods can be made applicable to the entire stock.

CONTRACT FOR SALE OF GRAIN.

IT IS AGREED, this day of A.D. 18 by and between A. B., of, &c., and C. D., of, &c., as follows: The said A. B. agrees to sell to the said C. D. five thousand bushels of wheat, to be delivered to the said C. D., at , on or before the first day of January next, free of all charges, at the price or sum of per bushel. And the said C. D., agrees to purchase the said wheat, and to pay therefor at the rate aforesaid, upon delivery as aforesaid. And the said A. B. hereby guarantees and warrants the said wheat to be good, clean, and merchantable grain.

Witness our hands.

Signed, sealed, &c.

CONTRACT FOR SALE ON COMMISSION.

THIS AGREEMENT, made this day of , A.D. 18 , between A. B., of manufacturer of and C. D., of traveller on commission.

1. The said A. B. for himself, his executors and administrators agrees that upon receiving a written order from the said C. D., the A. B. his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said C. D. the as now manufactured by the said A. B.

2. The said is to be invoiced to the said C. D. at and the said C. D. is to account for the same at that price every three months, beginning from the date hereof.

3. The said A. B., his executors and administrators shall not be bound to supply more than on any one

day, nor more than in any one week, without a week's notice in writing with a written order from the said C. D. nor shall the said A. B., his executors or administrators be bound to continue supplying as aforesaid after shall have been delivered and shall remain unaccounted for, whether the said period of three months shall have elapsed since such delivery or not.

4. This agreement shall continue in force for seven years from the date hereof but subject to determination at any time by six months' previous notice in writing from either of the said parties or the executors or administrators of the said A. B. to the other of them and delivered at his usual or last known place of abode.

5. During the continuance of this agreement the said A. B., his executors and administrators shall not employ, nor shall knowingly suffer any other person than the said C. D. to sell on commission for them the said beyond a radius of miles from and in case of a breach of this clause the said A. B.. for himself his executors and administrators undertakes to pay the said C. D. the sum of by way of agreed and liquidated damages.

In witness, &c.

Signed, sealed, &c.

CONTRACT FOR SERVICE AS CLERK.

IT IS AGREED, this day of A.D. 18 , BETWEEN and both of in manner following, to wit:

The said covenants and agrees, faithfully and diligently to serve and act as the clerk, or salesman, of the said in his store in from the day of the date hereof, for and during the space of one year, if both parties shall so long live, without absenting himself from the same; during which time he, the said will in the store of the said faithfully, honestly and diligently attend, doing and performing all matters pertaining to his duties as clerk or salesman aforesaid, and in all respects complying with the request and desire of the said relative to the discharge of such duties.

In consideration of which services so to be performed by the said he, the said covenants and agrees to allow and pay to the said the yearly sum of by four equal quarterly payments, or oftener, if required; provided nevertheless that payment for all time during which the said may be absent from the store of the said is to be deducted from the sum, otherwise by this agreement due from, and payable by, the said to the said

Witness our hands and seals, the day and year first written.

Signed, sealed, &c.

DEED WITH DOWER.

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Conveyances:

BETWEEN of the first part; wi of the said part of the first part of the second part; and of the the third part

WITNESSETH, that in consideration of of lawful money of Canada, now paid by the said part of the third part, to the said part of the first part, (the receipt whereof is hereby by acknowledged), the said part of the first part do grant unto the said part of the third part, heirs and assigns, for ever:

All and singular th certain parcel or tract of land and premises, situate, lying and being

To HAVE AND TO HOLD unto the said part of the third part, heirs and assigns, to and for their sole and only use for ever: subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said part of the first part covenant with the said part of the the third part, that ha the right to convey the said lands to the said part of the third part notwithstanding any act of the said part of the first part.

And that the said part of the third part shall have quiet possession of the said lands, free from all incumbrances.

And the said part of the first part, covenant with the said part . of the third part, that will execute such further assurances of the said lands as may be requisite.

And the said part of the first part covenant with the said part of the third part. that ha done no act to encumber the said lands.

And the said part of the first part release to the said part of the third part all claims upon the said lands.

And the said part of the second part, wi of the said part of the first part, hereby bar dower in the said lands.

In witness whereof, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture, &c.

(Usual Affidavit of Execution.)

STATUTORY DEED.

This Indenture, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Conveyances: Between

Witnesseth, that in consideration of of lawful money of Canada, now paid by the said part of the part, to the said part of the first part, (the receipt whereof is hereby by acknowledged), the said part of the first part do grant unto the said part of the part, heirs and assigns, for ever:

All and singular th certain parcel or tract of land and premises, situate, lying and being

To have and to hold unto the said part of the part, heirs and assigns, to and for their sole and only use for ever: subject nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said part of the first part covenant with the said part of the part, that ha the right to convey the said lands to the said part of the part notwithstanding any act of the said part of the first part.

And that the said part of the part shall have quiet possession of the said lands, free from all incumbrances.

And the said part of the first part covenant with the said part of the part, that will execute such further assurances of the said lands as may be requisite.

(DEEDS.)

And the said part of the first part covenant with the said part of the part, that ha done no act to encumber the said lands.

And the said part of the first part release to the said part of the part all claims upon the said lands.

(DOWER.)

In witness whereof, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture from, &c.

(Usual Affidavit of Execution.)

DEED OF BARGAIN AND SALE.

(Full Covenants.)

THIS INDENTURE, made in duplicate the day of A.D. 18 , BETWEEN

WITNESSETH, that the said part or the first part, in consideration of the sum of dollars of lawful money of Canada, to paid by the said part of the part (the receipt whereof is hereby acknowledged), do by these presents, grant, bargain, sell, convey and confirm unto the said part of the part heirs and assigns, all and singular th certain parcel or tract of land and premises situate, lying and being in the

Together with all and singular the rights, members, easements privileges and appurtenances thereto belonging or appertaining; and all reversions, remainders, rents, issues and profits thereof: and all the estate, right, title, interest, both at law and in equity, of the said part of the first part of, in, to, or out of the said lands, hereditaments and premises, and every part thereof: to have and to hold the hereditaments and premises, and all and singular the premises hereby conveyed unto the said part of the part, heirs and assigns, to the sole and only use of the said part of the part, heirs and assigns for ever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown:

And the said part of the first part do hereby for heirs, executors and administrators, covenant, promise and agree, to and with the said part of the part, heirs and assigns, in manner following, that is to say: that the said part of the first part, at the time of the ensealing and delivery hereof stand solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the hereditaments and premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservations, limitations, provisoes, or conditions (other than as aforesaid), or any other matter or thing, to alter, charge, change, encumber or defeat the same; and also, that the said part of the first part, now ha in good right, full power, and lawful and absolute authority, to grant and convey the said hereditaments and premises, and every part and parcel thereof with the appurtenances, unto the said part of the part heirs and assigns, in manner and form aforesaid

And also, that the said part of the first part hath not, at any time heretofore, done, executed, committed, or suffered any act, deed, matter, or charge whereby these hereditaments and premises hereby conveyed have been or may be in anywise impeached, charged or encumbered.

And also, that it shall and may be lawful to and for the said part of the part, heirs and assigns, peaceably and quietly to enter into, occupy, possess, and enjoy the aforesaid hereditaments and premises, with the appurtenances, without the let, interruption, or denial of the said part of the first part heirs or assigns, or any other person or persons whomsoever, and free and clear, exonerated, and discharged of and from all arrears of taxes, and assessments whatsoever, due or payable upon or in respect of the said hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions, and recognizances, and of and from all manner of other charges and encumbrances whatsoever; and, lastly, that the said part of the first part, heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust, of, in, to, or out of the lands, hereditaments, and premises, hereby conveyed, with their appurtunances, or any part thereof, by, from, or under, or in trust for the said part of the first part heirs or assigns, shall and will from time to time, and at all times hereafter, at the proper costs and charges in the law of the said part of the part, heirs and assigns, make, do, suffer, and execute, or cause or procure to be made, done, suffered, and executed, all and every such further reasonable acts, deeds, conveyances, and assurances in the law, for the further and the more perfectly and absolutely conveying and assuring of the said hereditaments and premises, with the appurtenances, unto the said part of the part, heirs, or assigns as by the said part of the part heirs or assigns or their counsel learned in the law, shall be lawfully and reasonably devised, advised, or required.

AND THIS INDENTURE FURTHER WITNESSETH, that the said wife of the said for and in consideration of the sum of one dollar of lawful money of Canada, to her in hand paid by the said at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, remised, and released, and by these presents doth grant, remise, and release unto the said his heirs and assigns, all her dower, and right and title to dower which she now hath, or which, in the event of her surviving her said husband, she might or would have to dower, in, to, or out of the

the lands and premises hereby conveyed or intended so to be.

In witness, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture from, &c.

(Usual Affidavit of Execution.)

EXECUTOR'S DEED.

This Indenture, made in Duplicate the day of A.D. 18 , Between the Execut of the Last Will and Testament of late of deceased, of the First part, and of the Second part;

Whereas, the said was at the time of decease seized in free simple, or otherwise well entitled to the Real Estate and Premises hereinafter specified and described ; and before decease did duly make and publish in writing Last Will and Testament, bearing date the day of in the year of our Lord, one thousand, eight hundred, and thereby authorising and empowering said Execut to execute and give Deeds of Conveyance for his Real Estate.

And whereas the said departed this life on the day of in the year of our Lord, one thousand, eight hundred and without revoking or otherwise cancelling or altering the said Will.

Now this Indenture Witnesseth, that in pursuance of the powers vested in the said part of the First part, by virtue of the said Will and in consideration of the sum of of lawful money of Canada to in hand paid by the said part of the Second part, the receipt whereof is hereby acknowledged, the said part of the first part in fiduciary character aforesaid do grant, bargain, sell, assign, convey and confirm unto the said part of the Second part, and to heirs and assigns for ever

All and Singular, th certain parcel or tract of land and premises situate lying and being

Together with all the Estate, Right, Title and Interest of the said part of the First Part, in character ter aforesaid therein.

To have and to hold the same unto the said part as of the Second part heirs and assigns forever.

And the said part of the First part for selves do hereby covenant, promise, and agree to and with the said part of the Second part heirs and assigns, that the said part of the First part ha not at any time heretofore made, done, committed or executed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof, the said parcel or tract of land and premises hereinbefore mentioned and described, or any part or parcel thereof are, is or shall or may be in any wise impeached, charged, affected or incumbered, in title, charge, estate, or otherwise howsoever. And that will, in fiduciary character aforesaid, execute such further assurances of the said lands as may be requisite.

In witness, &c.

Signed, sealed, &c.

(Usual Affidavit of Execution.)

DEED UNDER POWER OF SALE.

THIS INDENTURE, made (in duplicate) the day of 18 , in pursuance of the Act respecting Short Forms of Conveyances (and being chapter one hundred and two of the Revised Statutes of Ontario).

BETWEEN hereinafter called "the grantor," of the first part hereinafter called "the grantee," of the second part.

WHEREAS one by indenture of bargain and sale, by way of mortgage, made the day of 18 and duly registered in the registry office of the under number did grant and convey the lands, hereditaments and premises hereinafter particularly described unto (herein called the grantor) for securing payment of the sum of and interest as therein mentioned.

AND WHEREAS in said mortgage there is contained a a proviso that in case the said should make default in payment of principal or interest for month the said grantor giving notice to the said might enter on and lease or sell the said lands.

AND WHEREAS it is further provided in and by the said mortgage that on any default in the payment of interest, the whole of the principal should at once become due and payable.

AND WHEREAS default has been made in payment of the said sum of

And notice of intention to sell the said lands and premises has been duly given to the said

AND WHEREAS the said lands have been advertised for sale pursuant to the said power coutained in said mortgage, by public auction, at by advertisement thereof inserted ln the newspaper and by posters, &c., for the space of

AND WHEREAS the said lands being put up and offered for sale at public auction, pursuant to such advertisement thereof as aforesaid, the said grantee was the highest bidder, and became the purchaser of said lands at and for the sum or price of

Now this indenture witnesseth, that in pursuance of the premises, and in consideration of the said sum of of lawful money of Canada now paid by the said grantee to the said grantor (the receipt whereof is hereby by acknowledged). The said grantor by virtue and in exercise of the aforesaid power of sale and of all other powers thereunto enabling, do grant unto the said grantee heirs and assigns for ever:

All and singular, th certain parcel or tract of land and premises, situate lying and being
To hold unto the said grantee heirs and assigns to and for their sole and only use for ever.

The said grantor covenants with the said grantee that the said mortgage security is now in full force unprejudiced and unreleased in whole or in part, and that default has so happened as aforesaid in the payment of the money due thereby.

And the said grantor covenants with the said grantee that he has done no act to incumber the said mortgaged premises, or the said lands.

And the said grantor releases to the said grantee all claims upon the said lands.

In witness, &c.

Signed, sealed, &c.

RECEIVED from the said grantee the sum of dollars, being the full amount of the purchase money payable by him on the sale of the said lands to him, under and in pursuance of the powers and provisos contained in the hereinbefore mentioned mortgage.

Witness: }

(Usual Affidavit of Execution.)

DEED BY BUILDING SOCIETY UNDER POWER OF SALE.

THIS INDENTURE, made the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Conveyances, BETWEEN the Loan and Savings Society, of the city of in the county of of the first part, and of in the county of of the second part.

WHEREAS, by indenture of mortgage dated the day of A. D, 18 , and made between of in the county of of the first part his wife of the second part, and the said Society of the third part, the said for and in consideration of the sum of   advanced and paid to him by the said Society, did convey and assure unto the said Society the land and premises hereinafter described and set out. To hold the same with the appurtenances unto the said Society, their successors and assigns. To the use of the said Society, their successors and assigns for ever, and in which said Indenture of Mortgage is contained an express condition that if the said   should well and truly pay to the said Society their successors or assigns the said sum of money, interest and charges in equal instalments of   on the first day of each month during the term of   months until the said sum of money, interest, and charges should be fully paid, and also during the whole time aforesaid pay to the said Society, their successors and assigns all other monthly payments and contributions for upon or in respect of the shares therein mentioned, and also all fines and other charges whatsoever imposed or thereafter to be imposed by the said Society and their successors upon the said   his heirs, executors, administrators, and assigns, as a member or members of the said Society, or upon the   shares therein mentioned, or for upon or in respect of any default or neglect or breach of any of the rules and regulations or by-laws of the said Society by the said   his heirs, executors, administrators, and assigns, without any deduction or abatement whatsoever, and also all taxes, assessments, premiums of insurance, interest thereon, and other charges for upon or in respect of the said premises and every part thereof, then the said presents and everything therein contained should be void. And whereas, it was in and by the said Indenture of

Mortgage agreed that if default should happen to be made for the space of six months in payment of the said monthly subscriptions, fines, and forfeitures, or of any of them, or of any part thereof at the days and times at which the same were thereinbefore covenanted to be paid contrary to the true intent and meaning of the said proviso, it should and might be lawful for the said Society, their successors or assigns without any previous demand of possession, peaceably and quietly to enter in and take possession of the lands and premises thereinbefore described with their appurtenances or of any part thereof, and to collect, have, receive, and take the rents, issues, and profits thereof, and without any notice to the said his heirs or assigns, and at the discretion of the said Society to sell and absolutely dispose of the said lands and premises or any part thereof, either altogether or in parcels or lots, and either by public sale or private contract, or partly by each of these means, and on such terms as should seem to the said Society, its successors or assigns, most advantageous for the interests of the said Society, and for such price or prices as could be reasonably obtained for the same.

And whereas, the said hath made default in payment for six months, and more of the said instalments of as are in and by the said hereinbefore in part recited Indenture of Mortgage covenanted to be paid as aforesaid. And whereas, the said Society under and by virtue of the said hereinbefore recited Power of Sale, did on the day of A. D. 18 , sell by public auction at the of the lands and premises hereinafter described to the said at and for the price or sum of he being declared the highest bidder therefor.

Now THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of of lawful money of Canada, now paid by the said party of the second part to the said Society, (the receipt whereof is hereby, by the said Society acknowledged) they, the said Society, do grant unto the said party of the second part, his heirs and assigns for ever, all th certain parcel of land and premises situate in the

To HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, to and for his and their sole and only use for ever.

The said Society covenant with the said party of the second part, that they have the right to convey the said lands to the said party of the second part notwithstanding any act of the said Society.

And that there has been default made for six months and more, in payment of the instalments mentioned in the said hereinbefore in part recited Indenture of Mortgage. And that they, the said Society, will execute all such further assurances of the said lands as may be requisite at the costs and charges of the said party of the second part. And that they, the said Society, have done no act to incumber the said lands.

In witness, &c.

Signed, sealed, &c.

INSTRUCTIONS FOR EXECUTING AND ATTESTING DEEDS.

(To accompany Documents going abroad.)

Parties to sign their names where the same are written in pencil, and after signing to touch the seal and say, "*I deliver this as my act and deed.*" Dates to be filled in. Witness to sign where the word *witness* is written in pencil, both to Attestation and Receipt. The Christian names and surname, place of residence and addition occupation or calling *in full* of subscribing witness, and the place of execution and name or names of party or parties whose execution he attests to be filled in Affidavit of Execution.

The Affidavit if made in Ontario, shall be made before the Registrar or Deputy Registrar of the County in which the lands lie, or before a Judge of any of the Superior Courts of Law or Equity, or before any Judge of a County Court within his County, or before a Commissioner authorised by any of the Superior Courts to take Affidavits.

The Affidavit if made in Quebec, shall be made before a Judge or Prothonotary of the Superior Court, or Clerk of the Circuit Court, or before a Commissioner authorised by any of the Superior Courts of Common Law for ontario to take affidavits in Quebec, or before any Notary Public in Quebec certified under his Official Seal.

The Affidavit if made in Great Britain or Ireland, to be made before a Judge of the Superior Courts, or of the County Courts within the County, or the Mayor or Chief

Magistrate of any City, Borough, or Town Corporate therein, certified under the Common Seal of such City, Borough, or Town Corporate, or before a Commissioner for taking Affidavits in and for any of the Courts of Record for the Province of Ontario, or before any Notary Public certified under his Official seal. If made in any British Colony or possession, the Affidavit to be made before a judge of the Court of Record, or the Mayor of any City, Borough, or Town Corporate certified under the Common Seal of such City, Borough, or Town, or before any Notary Public, certified under his Official Seal. If made in the British Possessions in India, before any Magistrate or Collector certified to have been such under the hand of the Governor of such Possession. If made in any foreign country, before the Mayor of any City, Borough, or Town Corporate of such Country, and certified under the Common Seal of such City, Borough or Town Corporate; or before any Consul or Vice-Consul of Her Majesty resident therein; or before a Judge of a Court of Record, or a Notary Public, certified under his Official Seal.

The Duplicate to be an exact counterpart of the Original.

DEED OF COVENANT CONCERNING LIGHT.

This Indenture, made the day of A.D. 18 ,

Between A. B., of the one part, and C. D., of the other part.

Whereas the said C. D. is seized in fee of a house, messuage and garden, No. 1, street, in and the said A. B. is possessed of an adjoining house, messuage and garden, No. 2, street, aforesaid, for an unexpired term of about years; and whereas the said C. D. has recently opened three windows in a portion of No. 1, overlooking and deriving their light over a portion of the garden and yard of No. 2; and whereas the said A. B. does not desire that the said C. D., his heirs or assigns, should acquire an indefeasible right to derive light for the said windows over any part of No. 2, during the residue of the said term, but does not desire to obstruct such light for in order to prevent such right accruing; and whereas the said C. D. only desires that he, his heirs and assigns, shall enjoy the said light till an interruption thereof should arise from new buildings, or other permanent improvements. Now, this Indenture witnesseth as follows:

1. The said A. B., for himself, his heirs, executors, administrators and assigns, covenants with the said C. D., his heirs and assigns, that the said A. B., his executors, administrators and assigns, will not obstruct the light to the said windows, save by new buildings or other permanent improvements.

2. And the said C, D., for himself, his heirs and assigns, covenants with the said A. B., his executors, administrators and assigns, that the said C. D., his executors, administrators or assigns, may, at any time hereafter, by buildings or other permanent improvements, obstruct the light to the said windows, without let or hindrance on the part of the said A. B., his heirs and assigns.

In witness whereof, &c.

Signed, sealed, &c.

DEED OF A WATERCOURSE.

THIS INDENTURE, made, *(here insert the date, parties, &c.,)*. WHEREAS the said and at the time of the sealing and delivery of these presents, are respectively seized in fee, of and in two contiguous tracts, pieces or parcels of land, with the appurtenances, in the township of aforesaid: And whereas there is a dam and race or watercourse built, erected and made, in and upon a certain run or stream of water (called) within the land of the said for watering, overflowing and improving meadow ground thereon. Now this Indenture witnesseth that the said , for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him in hand paid by the said at or before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam along the race or watercourse aforesaid into the said land of the said for the space of four days in every week, to wit: from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly and every year, for the watering, overflowing and improving of meadow ground on the land of the said together with free ingress, egress and regress to and for the said his heirs and assigns, and his and their workmen, with horses, carts and carriages, at all convenient times and seasons, through the land of the said his heirs and assigns, in and along the banks of the said dam and race or watercourse, for the amending, cleansing and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said when and as often as need be or occasion require: To have and to hold all and singular the premises and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said to the only proper use and behoof of the said his heirs and assigns for ever, he or they paying one moiety or half part of the expenses which from time to time may accrue, in supporting, cleansing and repairing the dam and watercourse aforesaid.

In witness, &c.

Signed, sealed, &c.

DEED OF RIGHT OF WAY.

THIS INDENTURE, made this day of A.D 18 , BETWEEN of of the one part, and of aforesaid, of the other part; WITNESSETH, that the said for and in consideration of the sum of lawful money of Canada, unto him well and truly paid by the said at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said his heirs and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and along a certain alley or passage, of feet in breadth by feet in depth, extending out and from (describing the direction of the way); together with free ingress, egress and regress to and for the said his heirs and assigns, and his and their tenants, under-tenants (if for a carriage-way, here add, "with carts, vehicles, carriages, horses or cattle, as by him or them shall be necessary and convenient"), at all times and seasons forever thereafter, into, along, upon and out of the said alley or passage-way, in common with him the said his heirs and assigns, and his and their tenants or under-tenants: To have and to hold all and singular the privileges aforesaid to him the said his heirs and assigns, to his and their only proper use and behoof, in common with him, the said his heirs and assigns, as aforesaid. (Here add, if desired, "subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses, which shall from time to time accrue, in paving, amending, repairing and cleansing the said alley or passage-way.")

In witness, &c.

Signed, sealed, &c.

DEED OF EXCHANGE.

THIS INDENTURE, made the day of A. D. 18 .

BETWEEN of of the one part, and of of the other part, WITNESSETH, that the said hath given and granted, and by these presents doth give and grant, unto the said one field or close of freehold land, called or known by the name of &c. with all and every of their appurtenances, situate, lying, and being in in the county of

J Parker Thomas 4/2/82

for and in exchange of and for all the lands, tenements, and hereditaments of the said called or known by the name of in aforesaid, in the said county of to have and to hold the said field or close to the said heirs and assigns for ever, for and in exchange of and for the said lands, tenements, and hereditaments, called in aforesaid with the appurtenances. And the said doth covenant, &c.: (against incumbrances) And the said hath likewise, on his part, given and granted, and by these presents doth fully, freely, and absolutely give and grant, unto the said his heirs and assigns, all those lands, tenements, and hereditaments, aforesaid, with the appurtenances, called or known by the name of situate, lying, and being in aforesaid, in the said county of to have and to hold the said lands, tenements, and hereditaments, &c. to the said his heirs and assigns, forever, for and in exchange of and for the said field or close of land &c. And the said doth covenant, &c. (against incumbrances.) Provided always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall at any time hereafter during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain, or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises, so respectively granted in exchange, as aforesaid, or any part thereof, then and in such cases, these presents, and every matter and thing therein contained, shall be utterly void and of none effect, and then and thenceforth it shall and may be lawful to and for the party or parties so ousted or evicted, into his or their said former messuage or tenement and premises, with all and singular the appurtenances to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates: anything herein contained to the contrary thereof in any wise notwithstanding.

In witness, &c.

Signed, sealed, &c.

DEED OF EXCHANGE.

(*Another form.*)

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of yeoman, of the one part, and E. F., of yeoman, of the other part,

WITNESSETH that the said A. B., hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said E. F. all that parcel and tract of land, &c. (*describing the premises.*)

TO HAVE AND TO HOLD, the said parcel or tract of land and premises, with their appurtenances, to the said E. F. and his heirs forever, in exchange for certain lands of the said E. F. hereinafter granted to the said A. B. And the said E. F. hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B., all that parcel or tract of land, &c. (*describing the premises.*)

To HAVE AND TO HOLD the said last mentioned premises with their appurtenances, to the said A. B. and his heirs for ever, in exchange for the lands and premises hereinbefore granted by the said A. B. to the said E. F. and his heirs.

In witness, &c.

Signed, sealed, &c.

DEED OF PARTITION.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of spinster, one of the two daughters and coheiresses of G. B., of deceased, of the first part, and E. B., of spinster, the other of the two daughters and coheiresses of the said G. B. of the second part, and C. D., of of the third part;

WHEREAS, the said A. B. and E. B. are desirous of making an equal partition of the lands and hereditaments which descended to them upon the decease of their said late father G. B. deceased, as his coheiresses at law, and they have accordingly agreed to divide the same, in the manner hereafter mentioned: Now this Indenture witnesseth, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and in consideration of the sum of one dollar a piece to them, the said A. B. and E. B. in hand paid, by the said C. D. at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) they the said A. B. and E. B. have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said C. D. his heirs and assigns, all that, &c. (*here insert the whole of the premises*) and all ways, waters, water-courses, trees, woods, under-woods, commodities, advantage, hereditaments and appurtenances whatsoever, to the said several parcels or tracts of land, hereditamemts and premises, or any of them, belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property claim and demand whatsoever, both at law and in equity, of them the said A. B. and E. B., of, in, to, or out of the said several parcels or tracts of land, hereditaments and premises, or any of them, or any part, or parcel thereof.

To HAVE AND TO HOLD the said several parcels, or tracts of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D. his heirs and assigns for ever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively, that is to say, as to the said parcel or tract of land, being lot No.   in the   concession of the said township of   and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said A. B. her heirs and assigns forever; and as to the said parcel or tract of land, being lot No.   in the   concession of the said township of   and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said E. B.

her heirs and assigns for ever ; and the said A. B. for herself, her heirs, executors and administrators, doth hereby covenant with the said E. B. her heirs and assigns, that she, the said A. B. hath not at any time heretofore done any act whereby the said parcel or tract of land, hereditaments and premises, so limited to the use of her, the said E. B. her heirs and assigns, as aforesaid, is, are, shall, or may be impeached or incumbered in title, charge, estate or otherwise howsoever. (*Add a similar covenant for E. B. with A. B.*)

In witness, &c.

Signed, sealed, &c.

DEED OF PARTITION.

(*Another form.*)

This Indenture, made, &c., (*here insert the parties.*)

Whereas the said A. B. and C. D. now stand seized in fee simple, as tenants in common, of, and in a certain tract or parcel of land, situate in township aforesaid, adjoining lands of containing one hundred acres, with the appurtenances : Now this indenture witnesses, that the parties to these presents have agreed to make, and by these presents do make, a full, just, and equal partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following ; that is to say, that the said A. B. and his heirs shall have all that piece or allotment of land, part of the said tract, beginning containing, together with the messuages, edifices, buildings, and improvements, on the said described piece of land, and all the rights, privileges, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the profits thereof. And the said C. D. does by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and confirm unto the said A. B. and to his heirs and assigns for ever, the said described piece or allotment of land, with the appurtenances.

To HAVE AND TO HOLD to him the said A. B., his heirs and assigns, to the only proper use and behoof of him the said A. B., his heirs and assigns forever, in severalty, as his and their full part thereof.

And that the said C. D. and his heirs shall have all that piece or allotment of land (residue of the said tract) beginning, &c., containing, &c., together, &c., (*the same as before.*)

And the said C. D., for himself, his heirs, executors, and administrators, does covenant, promise, and grant, to and with the said A. B., his heirs and assigns, by these presents, that he the said A. B., his heirs and assigns, shall or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably and quietly, have, hold, occupy, possess or enjoy, the said first-described piece or allotment of land, containing, &c., with the appurtenances, and receive and take the rents, issues, and profits thereof, without any molestation, interruption, or denial, of him the said C. D., his heirs or assigns, or of any other or persons whatsoever, lawfully claiming, or to claim by, from, or under him or them, or by or with his or their act, privity, or procurement. And the said

A. B., for himself, &c. (*Here insert the same covenant from A. B. to C. D.*)

In witness whereof, &c.

Signed, sealed, &c.

DEED BY CO-HEIRS.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

of yeoman, eldest son and heir-at-law of late of deceased; of another of the sons of said deceased; and of and his wife, late daughter of the said deceased, (who are the only heirs of said deceased,) send greeting: WHEREAS, by Indenture, bearing date the day of A.D. 18 , of and his wife, for the consideration therein mentioned, did grant and confirm unto the said deceased, and to his heirs and assigns for ever, as in and by the said in part recited Indenture, recorded in the Registry Office in and for the said County of relation being thereunto had, more fully and at large appears, a certain messuage or tract and parcel of land, situate in and bounded and described as follows: *(describing the premises.)* Now know ye, that the said and his wife, for and in consideration of the sum of lawful money of Canada, to them in hand paid by of at and before the sealing and delivery hereof, (the receipt whereof they do hereby acknowledge,) have granted, sold, released and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said his heirs and assigns, all the above messuage or tract of land, situate and bounded and described as aforesaid;

together with all and singular the buildings improvements, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate right, title interest, property, claim, and demand whatsoever of them, the said and and his wife, in law or equity, or otherwise howsoever, of in, to, or out of, the same; To have and to hold the said messuage or tract and parcel of land, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenance, unto the said heirs and assigns, to his and their sole use and behoof for ever.

In witness, &c.

Signed, sealed, &c.

DEED OF GIFT OF PERSONAL PROPERTY.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of, &c., of the one part, and C. B., of, &c., of the other part.

WHEREAS, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B,, so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance, as hereinafter mentioned: Now this indenture witnesseth, that the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods and implements of trade, stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances.

To HAVE AND TO HOLD, the said goods, household stuff, stock in trade, debts, rights, and personal estate, and other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will settle pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debates, judgments, and demands, of every nature and kind whatsoever, now outstanding against, or now due from, or payable by, the said A. B., or for the payment of which the said A. B. shall be liable, or be held liable, either at law or in equity, on account of

debts

any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, free, discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, and administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and, moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will, yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the day of next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of for, or towards his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors, and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant, aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, repossess, and enjoy, as in his former estate.

In witness, &c.

Signed, sealed, &c.

DEED OF GIFT OF PERSONAL PROPERTY.

(Another form.)

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of the of in the Province of merchant, for and in consideration of the natural love and affection which I bear unto my daughter C. B., and for her better preferment in marriage, and the increase of her portion; and also in consideration of the sum of one dollar to me paid by my said daughter C. B., at and before the sealing and delivery hereof (the receipt whereof I do hereby acknowledge), have given, granted, bargained, sold, and by these presents do give, grant, bargain, and sell, unto my said daughter C. B., all the goods and chattels following, to wit, &c., (or, all those goods and chattels mentioned and expressed in the schedule or writing hereunto annexed.)

To have and to hold, all and singular, the premises hereby given and granted unto the said C. B., my daughter, her executors and administrators forever, as her and their own proper goods and chattels.

In witness whereof I have hereunto set my hand and seal this day of 18 .

Witness,

DEED OF GIFT OF LANDS.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of the township of in the county of yeoman, of the one part, and C. D. (eldest son and heir apparent of the said A. B.) of the other part, WITNESSETH, that the said A. B., as well for and in consideration of the natural love and affection which he hath and beareth unto the said C. D., as also for the better maintenance, support, livelihood, and preferment of him the said C. D., hath given, granted, aliened, enfeoffed and confirmed, and by these presents doth give, grant, alien, enfeoff and confirm unto the said C. D., his heirs and assigns, all that parcel or tract of land, &c., *(describing the premises,)* together with all and singular, houses, outhouses, edifices, buildings, barns, stables, courts, curtilages, gardens, orchards, woods, underwoods, ways, waters, watercourses, advantages and appurtenances, whatsoever, to the said parcel or tract of land and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of the same, and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said A. B., of, in and to the said parcel or tract of land and prepremises, and of, in and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, evidences and writings, concerning the said premises. To have and to hold the said parcel and tract of land, and all and singular other the premises hereby granted and confirmed unto and to the only proper use and behoof of the said C. D. his heirs and assigns for ever. *(Add covenant against incumbrances and otherwise as the donor pleases.)*

In witness whereof, &c.

Signed, sealed, &c.

DEED POLL BY EXECUTORS.

To all persons to whom these Presents shall come, we, and both of, &c., executors of the last will and testament of late of, &c., deceased, send greeting.

Whereas the said in order to enable his said executors fully to carry into effect his intentions, did, in and by his last will and testament, authorize and empower his said executors, in any manner which they should deem proper, to make sale of, and execute and deliver deeds to convey, all his the said testator's real estate ;—

Now therefore know ye, that, by virtue and authority to us given by said in his last will and testament, we, the said and executors as aforesaid, in consideration of the sum of to us paid by of, &c., (the receipt whereof is hereby acknowledged,) have given, granted, bargained, sold, and conveyed, and by these presents do give, grant, bargain, sell, and convey, unto the said his heirs and assigns, the following described parcel of real estate, which was the property of the said situated in and bounded and described as follows, to wit, &c.

To have and to hold the afore-granted premises to him the said his heirs and assigns, to his and their use and behoof forever. And we the said A. B. and C. D., do covenant with the said his heirs and assigns, that we are lawfully the executors of the last will and testament of said and that we have not made or suffered any incumbrance on the hereby-granted premises, since we were appointed executors of said and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said

In testimony whereof, &c.

Signed, sealed, &c.

DEED OF CONFIRMATION.

This Indenture, made the day of A.D. 18 .

Between C. D., of, &c., a son, and one of the heirs of E. D., deceased, of the one part, and A. B., of, &c., of the other part.

Whereas, by a certain deed of bargain and sale, bearing date on or about, &c., and made between E. F. and the said C. D., of the one part, and the said A. B., of the other part, for the consideration of the several messuages or tenements therein mentioned, and hereinafter intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns forever, as by the said indenture of bargain and sale, relation being thereunto had, may more fully appear: And whereas, the said C. D., at the time of the date and making the said in part recited Indenture of bargain and sale, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day before the execution of these presents, duly sealed and delivered the said in part recited Indenture of bargain and sale.

Now this Indenture witnesseth, that as well in performance of a covenant for further assurance in the said Indenture of bargain and sale contained, as also for and in consideration of the sum of to him the said C. D. in hand paid by the said A. B., at and before the ensealing, &c., being his full part and share of, and in the before mentioned sum of agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath remised, released, aliened, and quit-claimed, and by these presents doth remise, release, alien, and for ever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned Indenture of bargain and sale, and to his heirs and assigns, all, &c.

To HAVE AND TO HOLD unto and to the use of the said A. B., his heirs and assigns forever. *(Insert a covenant that he has done no act to encumber, except, &c., and for further assurance, &c.)*

In witness, &c.

Signed, sealed, &c.

DEED OF TRUST FOR MARRIED WOMAN.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN of of the one part, and of the other part:

WITNESSETH, that the said for and in consideration of the sum of to him in hand paid by the said for the uses and upon the trusts hereinafter mentioned, at and before the ensealing and delivery hereof, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said his heirs and assigns forever, all that certain piece or parcel of land, situate, &c, (describe the premises); together with all and singular the buildings and improvements to the same belonging, or in any wise appertaining, and reversions and remainders, rents, issues and profits thereof:

To HAVE AND TO HOLD, the said piece or parcel of land, with the appurtenances, hereby granted, or intended so to be, unto the said his heirs and assigns forever: In trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of the wife of of for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and, from and after the decease of the said in trust for the use of the heirs of the body of the said by the said begotten, or to be begotten, forever; with power to the said to sell and convey, in fee simple, the whole or any part of the aforesaid premises and appurtenances, to any person or persons, and for such sum or sums of money as the said by writing under her hand and seal, and duly executed at any time during her natural life may appoint and direct: And the said for himself, his heirs executors and administrators, doth covenant and agree to and with the said his heirs and assigns, by these presents, that he the said and his heirs, the said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said his heirs and assigns, against him, the said and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof (if a special warranty is desired, add here, "by, from, or under him, them or any of them"), shall and will warrant and forever defend by these presents.

In witness, &c.

Signed, sealed, &c.

DECLARATION OF TRUST OF PURCHASE MONEY.

To all to whom, &c.: I, A. B., &c. [*as described in the purchase deed,*] send greeting.

WHEREAS, by indenture of, &c., bearing date, &c., made between C. D., of, &c., [*as described in the deed,*] of the one part, and me the said A. B., of the other part; he the said C. D., for and in consideration of therein mentioned, to be paid to him by me the said A. B., has granted, and did grant, &c., all that, &c., to hold the same to me the said A. B., my, &c., for, &c., which said premises were heretofore the estate of *or* in the possession of of : Now, know ye, that I, the said A. B., do hereby acknowledge, testify, and declare, that the sum of above mentioned to be paid to the said C. D. by me the said A. B., as aforesaid, was and is the proper money of E. F., of, &c.; and that the name of me the said A. B., in the said indenture, of, &c., is used only in trust for him the said E. F., his, &c.; and that I and my heirs, &c., shall, at all times hereafter, upon the request, and at the cost and charge of the said E. F., convey and assure unto him the said E. F., his, &c., by a good quit-claim deed, warranting against all claiming under me, the said premises so bargained and sold to me by the said C. D., and all the interest therein that he so conveyed to me.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

DECLARATION OF TRUST OF A BOND.

Whereas, in and by an obligation bearing even date with these presents. C. D., of, &c., stands bound and obliged to me, A. B., of, &c., in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, with interest, in one year from the date hereof, as in and by said obligation appears: Now, know all men by these presents, that I, the said A. B., do hereby acknowledge and declare, that the said sum of five hundred dollars, loaned upon said obligation, was the proper money of E. F., of, &c., and not of me the said A. B.; and that the name of me, the said A. B., was used and and inserted as obligee in said obligation, only as trustee, and in trust and for the use and benefit of him the said E. F. [*A power of attorney may be inserted from A. B. to E. F. to receive the money, and a covenant that A. B. will not discharge the bond, or do anything to prevent E. F. from receiving the amount.*]

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

DECLARATION OF TRUST OF STOCK.

Memorandum. I, A. B., of, &c., do hereby acknowledge and declare, that I am possessed of shares in the capital stock of Company, numbered from to inclusive, and that the same were transferred to me in trust for the only use, benefit, and advantage of of, &c., and his legal represectatives; and that the same stock was purchased with money which belonged solely to said and that the certificate of said shares of said stock were taken in the name of me the said A. B. from motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are and shall be held by me and my legal representatives only for the convenience, use, benefit and advantage of him the said and his legal representatives; and on demand from him or them I will, and my legal representatives shall, assign the same to him or them, and account to and pay over to him or them all dividends and profits that shall by me or them have been received thereon.

In witness whereof, &c. this day of A.D. 18 ,

Signed, sealed, &c.

DISTRESS WARRANT.

To , my bailiff, Greeting.

DISTRAIN the goods and Chattels of the tenant in the house he now dwells in or upon the premises in h possession situated for the sum of being the amount of rent due to me on the same, on the day of 18 , and for your so doing this shall be your sufficient warrant and authority.

Dated the day of A.D. 18 .

UNDERTAKING TO DELIVER GOODS.

WE, the undersigned, acknowledge to have received from bailiff, the following property, seized under and by virtue of a for against the goods and chattels of at the instance of which said property we undertake to deliver to him, the said bailiff, whenever demanded, in as good a condition as they now are.

Witness our hands the day of 18 .

Witness:

APPRAISEMENT.

MEMORANDUM, that on the day of in the year of our Lord 18 , of sworn appraisers, were sworn upon the Holy Evangelists, by me of well and truly to appraise the goods and chattels mentioned in the Inventory, according to the best of your judgment.

Present at the time of swearing
the said , as above,
and witness thereto.

Constable.

I, the above named being sworn upon the Holy Evangelists, by the Constable above named, well and truly to appraise the goods and chattels mentioned in this Inventory, according to the best of my judgment, and having viewed the said goods and chattels, do appraise the same at the sum of

As witness my hand the day of 18 .

APPRAISEMENT.

(Another form.)

We, the above named and being duly sworn on the Holy Evangelists by constable, above named, well and truly to appraise the goods and chattels mentioned in this inventory according to the best of our ability, and having viewed the said goods and chattels, do appraise and value the same at the sum of

As witness our hands this day of 18 .

TENANT'S CONSENT TO LANDLORD CONTINUING IN POSSESSION.

To A. B.

I desire you to keep possession of the goods and chattels which on the day of A.D. 18 , you distrained for rent due from me to you in the places where they are now lying for the space of days from the date hereof, on your undertaking to delay the sale for that time to enable me to defray the rent and charges, and I will pay the man for keeping possession.

Dated the day of A.D. 18 .

OATH TO BE ADMINISTERED TO APPRAISERS BY CONSTABLE.

You, and each of you shall well and truly appraise the goods and chattels mentioned in this inventory, according to the best of your judgment. So help you God.

MEMORANDUM TO BE INDORSED ON THE INVENTORY.

MEMORANDUM : That on the day of in the year of our Lord 18 , of , and of , were sworn on the Holy Evangelists by me, of , constable, truly to appraise the goods and chattels mentioned in this inventory, according to the best of their judgment. As witness my hand.

Constable.

Present at the swearing of the
said and as above, and
witness thereto.

INVENTORY.

AN INVENTORY of the several goods and chattels distrained by me the day of in the year 18 in the house, outhouses and lands of situate by authority and on behalf of your landlord, for the sum of being rent due to the said on the day of 18 .

In the dwelling-house :

On the premises :

Mr. Take notice, that as the bailiff to your landlord, I have this day distrained on the premises above mentioned the several goods and chattels specified in the above inventory, for the sum of being rent due to the said the day of 18 for the said premises ; and that unless you pay the said rent, with the charges of distraining for the same, or replevy within five days from the date hereof, the said goods and chattels will be appraised and sold according to law.

Given under my hand, the day of A.D. 18 .

Witness:

BAILIFF'S SALE.

Notice is hereby given, that the cattle, goods, and chattels, distrained for rent on the day of 18 , by me as bailiff to the landlord of the premises of the tenant, will be sold by public auction, on the day of 18 , at o'clock, which cattle, goods and chattels are as follows, that is to say :

Toronto, day of 18 .

GRANT OF ANNUITY.

This Indenture, made the day of A.D. 18 , Between A. B., of of the one part, and C. D., of of the other part.

Witnesseth, that the said A. B., for, and in consideration of the sum of to him in hand well and truly paid, by the said C. D., at or before the sealing and delivery of these presents, (the receipt whereof the said A. B. doth hereby acknowledge,) hath given, granted, and confirmed, and by these presents doth give, grant, and confirm unto the said C. D. and his assigns, one annuity of to be received, taken, had, and to be issuing out of, all that messuage, &c., with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D. and his assigns, for, and during the natural life of him, the said C. D., payable, and to be paid at and upon yearly, by even and equal portions; the first payment to begin and be made at or upon . And if it shall happen that the said annuity of or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into, and upon the said messuage and premises above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound to take, hold and keep, until the said annuity and the arrears thereof, (if any there shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., his heirs, executors, or administrators, shall and will, well and truly pay, or cause to be paid unto the said C. D., his executors, administrators, or assigns, the said annuity, or yearly rent-charge, &c., at the days and times, and in the manner and form, as above expressed, and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c., above-mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over and sufficient for the payment of the said annuity of yearly, during the life of the said C. D.

Ant. further assurance

In witness, &c.

Signed, sealed, &c.

ANNUITY BOND.

Know all men by these Presents, that I, A. B., of, &c., am held and firmly bound unto C. D., of, &c., in the penal sum of of lawful money of Canada, to be paid to the said C. D. or to certain attorney, executors, administrators or assigns. For which payment, well and truly to be made, bind heirs, executors, and administrators, forever, firmly by these presents. Sealed with seal. Dated this day of A.D. 18 .

Whereas the above bound A. B., on the day of the date of the above written obligation, has had and received to his own use, of and from the above named C. D., the sum of (the receipt whereof is hereby acknowledged) in consideration whereof the said A. B. has agreed to pay the said C. D. an annuity or clear yearly sum of for and during his natural life, to be paid in the manner hereinafter mentioned; Now, the condition of this obligation is such, that if the above bound A. B., his heirs, executors and administrators, or any of them, do and shall yearly, and every year during the natural life of the said C. D., well and truly pay or cause to be paid to him the said C. D., or his assigns, the clear yearly sum of in half-yearly payments of each, payable on the days of each and every in each and every year which shall occur during the natural life of the said C. D., then this obligation shall be void; but if default be made in any of said half-yearly payments, or any part of them, then the same shall remain and be in full force and virtue.

Signed, sealed, &c.

GROUND RENT DEED.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN of and his wife, of the one part, and of the same place, of the other part:

WITNESSETH, that the said and his wife, as well for and in consideration of the sum of one dollar, lawful money of Canada, unto them, at or before the sealing and delivery hereof, by the said well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned, which, on the part of the said his heirs and assigns, is and are to be paid and performed, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said his heirs and assigns, all that certain lot or piece of ground, situate and being [*describing the premises*], together with all and singular the improvements, ways, streets, water-courses, rights, privileges, hereditaments, and appurtenances whatsoever, unto the same belonging, or in anywise appertaining, and the reversion and reversions thereof.

TO HAVE AND TO HOLD, the above-described lot or piece of ground, with the appurtenances unto the said his heirs and assigns, to his and their sole use and behoof forever. Yielding and paying therefor and thereunto, unto the said his heirs and assigns, the yearly rent or sum of lawful money of Canada, in half-yearly payments, on the first day of the months of July and January, in each and every year hereafter, forever, without any reduction or abatement whatever, for, or by reason of, any charges, taxes, or assessments whatsoever, to be assessed on the said lot hereby granted, or on the said yearly rent hereby, therefrom and thereout reserved and made payable; the first half-yearly payment to be made on the first day of July, in the year of our Lord one thousand eight hundred and And upon default of paying the said yearly rent on the days and times and in the manner aforesaid, it shall and may be lawful for the said his heirs and assigns, to enter into and upon the said hereby granted premises, or any part or parcel thereof, and into the buildings thereon to be erected, and to distrain for such yearly rent so then in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent-charges. But, if sufficient distress for the purposes afore-named and the payment of the charges attendant upon such levy cannot be found upon the said premises, it shall and may be lawful for the said his heirs and assigns, wholly to re-enter upon the said lot and all its improvements, and the same to have again, repossess and enjoy, as fully and completely as though this indenture had never been executed.

And the said for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree to and with the said his heirs and assigns, by these presents, that he, the said the said yearly rent or sum of lawful money as aforesaid, shall and will well and truly pay or cause to be paid, on the days and times hereinbefore mentioned and appointed for such payment, without any deduction or abatement for or by reason of any charges, taxes, or assessments whatsoever; it being the express agreement of the parties hereto, that the said his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid or assessed, by virtue of any law whatsoever, upon the herein granted lot or the buildings thereon to be there erected, or the said yearly rent charged thereon, or upon either or all of them; also that he, the said his heirs or assigns, shall and will, within one year from the date hereof, erect and build on the said hereby granted lot, a good and substantial brick or stone building, of sufficient value to secure the said yearly rent hereby reserved.

PROVIDED ALWAYS, nevertheless, that if the said his heirs or assigns, shall and do, at any time hereafter, pay, or cause to be paid, unto the said his heirs or assigns, the sum of lawful money as aforesaid, and all arrearages of the said yearly rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void: and then he, the said his heirs or assigns, shall and will, at the proper costs and charges in law of the said grantor, his heirs and assigns, seal and execute a sufficient release and discharge of the said hereby reserved yearly rent, to the said his heirs and assigns, forever, anything hereinbefore to the contrary contained notwithstanding. And the said for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said his heirs and assigns, by these presents, that he the said his heirs and assigns, paying the said rearly rent, or extinguishing the same, together with the taxes, and performing the covenants and agreements aforesaid, shall and may, at all times hereafter forever, freely, peaceably, and quietly have, hold and enjoy, all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof, without any molestation, interruption, or eviction, of the said his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim, by, from, or under, him, them, or any of them.

In witness, &c.

Signed, sealed, &c.

GUARANTEES.

GUARANTEE FOR A CERTAIN AMOUNT.

To Messrs. ,—If you will supply with such goods as he may require, I hereby guarantee that you shall be paid for them to the extent of $. But this is not to be a continuing guarantee. Dated the day of A.D. 18 .

CONTINUING GUARANTEE.

To Messrs. ,—If you will supply with such goods as he may require from time to time, I hereby guarantee that you shall be paid for them to the extent of $. This guarantee is to continue for Dated the day of A.D. 18 .

GUARANTEE FOR FIDELITY OF CLERK.

To Messrs. ,—In consideration of your taking into your employ as clerk, and so continuing him, subject to three months' notice on either side, I guarantee that he shall faithfully serve you, and truly account to you for all property, writings, and securities belonging to you, or to any one on your behalf, or to any one to whom you are accountable, and shall take due care of all such property while in his possession. This guarantee is made to your firm, including any future partners, and is to continue as long as is in the employ of such firm, but subject to a determination by six calendar months' notice in writing on my part. Dated the day of A.D. 18 .

LEASE OF HOUSE.

This Indenture, made the day of A.D. 18 ,

Between

Witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said part of the second part, executors, administrators and assigns, to be paid, observed and performed the said part of the first part ha demised and leased, and by these presents do demise and lease unto the said part of the second part, executors, administrators and assigns, all that messuage or tenement situate, lying and being together with all houses, outhouses, yards and other appurtenances thereto belonging or usually known as part or parcel thereof, or as belonging thereto :

To have and to hold the said messuage or tenement and premises unto the said part of the second part executors, administrators and assigns, for and during the term of to be computed from the day of one thousand eight hundred and and from thenceforth next ensuing, and fully to be complete and ended: yielding and paying therefor yearly and every year during the said term hereby granted, unto the said part of the first part, heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say:

The first of such payments to become due and be made on the day of next, and the last of such payments to be made in advance, on the day of preceding the expiration of the said term

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said yearly rent hereby reserved or any part thereof, shall at any time remain unpaid for the space of twenty-one days, next over or after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part of the second part, executors, administrators or assigns, then and in every such case it shall be lawful for the said part of the first part, heirs, executors, administrators or assigns, into and upon the said premises or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as if these presents had never been executed: And the said part of the second part, for heirs, executors, administrators or assigns, do hereby covenant promise, and agree to and with the said part of the first part, heirs, executors, administrators and assigns; that the said part of the second part, executors, administrators and assigns, shall and will well and truly pay or cause to be paid to the said part of the first part, heirs, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore appointed for the payment thereof: And also, shall and will, from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted: And the same, so kept in repair, shall and will at the end, expiration or other sooner termination of the said term, peaceably and quietly yield and deliver up to the said part of the first part, heirs, executors, administrators or assigns; And also shall and will well and truly pay or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, local or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said demised premises, or any part thereof; And also, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the daytime during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof, and in case any want of reparation, or amendment be found on any such examination, the said part of the second part, executors, administrators or assigns, shall and will from time to time cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to or left at or upon the said hereby demised premises for that purpose; And if the said part of the second part, executors, administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the second part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators and assigns, and demand payment for the same, and if default is made, to sue for the same in any court of law, having jurisdiction over the same:

And the said part of the second part, executors, administrators or assigns, shall not nor will at any time or times during the continuance of this demise, sell, assign, let or otherwise part with this present lease, or the said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change or remove any part of the said premises, yards or offices, externally or internally, without the license or consent in writing of the said part of the first part, heirs, executors, administrators or assigns, from time to time first had and obtained:

And the said part of the first part, for heirs, executors, administrators and assigns: covenant with the said part of the second part, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, well and truly paying the rent hereinbefore reserved, and observing, performing and keeping all the covenants hereinbefore contained, shall and may from time to time, and at all times during the said term, peaceably and quietly enjoy the said premises hereby demised, without molestation or hindrance:

And if the term hereby demised shall at any time be seized or taken in execution, or in attachment by any creditor of the party of the second part, or if the said party of the second part shall make any assignment for the benefit of creditors, or being bankrupt or insolvent shall take the benefit of any act in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and said term shall immediately become forfeited and void, but the next current rent shall nevertheless be at once due and payable.

In witness whereof, &c.

Signed, sealed, &c.

SHORT HOUSE LEASE.

THIS INDENTURE, made the day of A.D. 18 , in pursuance of the act respecting short forms of leases,

BETWEEN hereinafter called the Lessor of the first part and hereinafter called the Lessee of the second part, WITNESSETH, that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the said Lessee executors, administrators and assigns, to be paid, observed, and performed, he the said Lessor ha demised and leased, and by these presents do demise and lease unto the said Lessee executors, administrators, and assigns, all th certain . together with all the rights, members and appurtenances whatsoever to the said premises belonging or appertaining.

TO HAVE AND TO HOLD, the said demised premises, with their appurtenances, unto the said lessee executors, administrators and assigns for and during the term of to be computed from the day of one thousand eight hundred and and from thenceforth next ensuing, and fully to be completed and ended, yielding and paying therefor yearly and every year, during the said term hereby granted unto the said lessor heirs, executors, administrators or assigns, the sum of dollars of lawful money of Canada, to be payable on the following days and times, that is to say : on the days of and in each year during the said term, the first of such payments to become due and be made on the day of next, and the last of such payments to be made in advance, on the day of payment of rent, next preceding the expiration of the said term.

And the said lessee covenant with the said lessor to pay rent: and to pay taxes : and to repair (reasonable wear and tear, and accidents by fire or tempest excepted): and to keep up fences, and not to cut down timber : and that the said lessor may enter and view the state of repair, and that the said lessee will repair according to notice, and will not assign or sub-let without leave: and will not carry on any business that shall be deemed a nuisance on said premises: and that he will leave the premises in good repair:

And also that if the term hereby granted shall be at any time seized, or taken in execution, or in attachment, by any creditor of the said lessee, or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the said term shall immediately become forfeited and void, and the full amount of the current rent shall be at once due and payable: and also, that if the said premises be destroyed, or so much injured as to become unfit for occupation by fire or other casuality not caused by the wilful default or neglect of the said lessee, executors, administrators or assigns, the said term hereby demised shall cease, and the current rent shall be duly apportioned and the due proportionate part thereof shall be at once due and payable.

Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants, or seizure or forfeiture of the said term for any of the causes aforesaid, the said lessor covenant with the said lessee for quiet enjoyment.

In witness whereof, &c.

Signed, sealed, &c.

FARM LEASE.

This Indenture, made the day of A.D. 18 ,

Between (hereinafter called the lessor) of the first part; and (hereinafter called the lessee) of the second part;

Witnesseth, that for and in consideration of the yearly rent, covenants, and conditions hereinafter reserved and contained, he the said lessor do demise, lease, and to farm let, unto the said lessee executors, administrators and assigns, all that certain parcel or tract of land, situate, lying and being in the together with all erections and buildings, barns, stables, and other outhouses thereupon erected, standing and being, or hereafter during the said term to be erected, standing and being, and together also with all ways, paths, passages, waters, watercourses, privileges, advantages and appurtenances whatsoever to the same premises belonging, or in anywise appertaining.

To have and to hold the same unto the said lessee executors, administrators and assigns, for the term of to be computed from the day of in the year of our Lord one thousand eight hundred and yielding and paying therefor yearly and every year during the said term unto the said lessor the clear yearly rent or sum of of lawful money of Canada, on the day of the month of in each and every year during the said term, without any deduction, defalcation or abatement thereout on any account whatsoever, the first of such payments to become due and to be made on the

And the said lessee do hereby for heirs, executors, administrators and assigns, covenant promise and agree to and with the said lessor, heirs, and assigns in manner following, that is to say: That the said lessee executors, administrators, or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said lessor heirs, or assigns, the said yearly rent of on the days and times, and in manner hereinbefore mentioned and appointed for payment thereof, without any deduction or abatement thereout on any account whatsoever. And also shall and will from time to time, and at all times during the said term, well and truly pay or cause to be paid, all taxes, rates, levies, duties, charges, assessments, and impositions whatsoever, whether parliamentary, municipal, or otherwise, which now are, or which during the continuance of the said term hereby demised, shall at any time be rated, charged, assessed or imposed on said premises, or any part thereof.

And that the said lessee will during the said term, cultivate, till, manure and employ such part of the said demised premises as is now, or shall hereafter be brought under cultivation, in a good husband-like and proper manner, so as not to impoverish or injure the soil, and plough said land in each year during said term inches deep, and at the end of said term will leave the said land so manured as aforesaid. And will crop the same during the said term by a regular rotation of crops in a proper farmer-like manner, so as not to impoverish or injure the soil of the said land, and will use his best and earnest endeavours to rid said land of all docks, wild mustard, red roots, Canada thistles, and other noxious weeds. And will preserve all orchard and fruit-trees (if any) on the said premises, from waste, damage, or destruction; And will spend, use, and employ, in a husband-like manner, upon the said premises, all the straw and dung which shall grow, arise, renew, or be made thereupon; And will allow any incoming tenant to plough the said land after harvest in the last year of the said term, and to have stabling for two horses and bed room for one man. And will leave at least ten acres seeded down with timothy and clover seed.

And shall not nor will during the said term cut any standing timber upon the said lands, except for rails or for buildings upon the said demised premises, or for firewood upon the premises, and shall not allow any timber to be removed from off the said premises; And also shall and will, at the costs and charges of the said lessee well and sufficiently repair and keep repaired the erections and buildings, fences and gates erected or to be erected upon the said premises.

And also shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave surrender and yield up unto the said lessor heirs or assigns the said premises hereby demised, in such good and sufficient repair as aforesaid (reasonable use and wear thereof, and damage by fire or tempest only excepted);

And also that it shall be lawful for the said lessor, heirs and assigns, twice or oftener in every year during the said term, to enter upon the said demised premises, to view the state and condition of the same, and that the said lessee executors, administrators or assigns, will repair the same according to notice;

And also shall not nor will, at any time during the said term, assign transfer or sublet the said premises hereby demised without the license and consent of the said lessor heirs or assigns, in writing, for that purpose first had and obtained;

PROVIDED ALWAYS that if the said yearly rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after any one of the days appointed for payment thereof as aforesaid, whether the same shall be lawfully demanded or not: or if the said lessee, executors, administrators or assigns, shall assign or sublet the said premises without such license as aforesaid; or in case of breach of any of the covenants herein contained, then, and in any of the said cases, it shall be lawful for the said lessor, heirs, or assigns, into or upon the said premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his and their first and former estate, and the said lessee, executors, administrators and assigns, and all persons claiming under thereout to expel, put out and remove, anything hereinbefore contained to the contrary notwithstanding;

And the said lessor do hereby for heirs and assigns, covenant, promise and agree to and with the said lessee, executors, administrators and assigns, that he and they paying the said rent, and performing the covenants herein contained on and their parts, shall and may peaceably and quietly enjoy the said premises during the said term, without any molestation, hindrance or disturbance of, from or by the said lessor heirs and assigns, or any other person claiming under him or them

And also, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and void, but the next current rent, shall, nevertheless, be at once due and payable.

In witness, &c.

Signed, sealed, &c,

LEASE OF LAND.

This Indenture made the day of A.D. 18 ,

Between of the first part, and of the second part,

Witnesseth, that in consideration of the rent, covenants, and agreements hereinafter reserved, and contained, and to be paid, observed, and performed by the said part of the second part, executors, administrators, and assigns, the said part of the first part ha demised and leased, and by these presents do demise and lease unto the said part of the second part, executors, administrators, and assigns, all th certain parcel or tract of land and premises, situate, lying, and being

To HAVE AND TO HOLD the said parcel or tract of land, with the appurtenances, unto the said part of the second part, executors, administrators, and assigns, from the day of one thousand eight hundred and for the term of from thence next ensuing, and fully to be complete and ended, yielding and paying therefor, unto the said part of the first part, executors, administrators, and assigns, the yearly rent or sum of of lawful money of Canada, by equal instalments on the days of the months of in each and every year during the said term, the first payment to be made on the day of next ensuing the date hereof.

And the said part of the second part do hereby for heirs, executors, administrators and assigns, covenant, promise and agree with and to the said part of the first part, heirs, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, to the said part of the first part, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in manner hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever thereout, for or in respect of any rates, taxes, assessments, or otherwise: and also shall and will, on or before the day of now next, at own cost and charges, fence in the premises hereby demised, in such manner as will effectually protect the land adjoining thereto, AND IT IS HEREBY AGREED, on the part of the said part of the first part heirs, executors, administrators, and assigns, that if at any time within the said term of the said part of the second part, heirs, executors, administrators, or assigns, shall desire to purchase the fee simple of the lands hereby demised, shall be allowed to do so by paying the sum of of lawful money, aforesaid, provided the said rent shall have been regularly paid up to the time when may so desire to purchase: and also, providing that the rent accruing or to accrue, due for the remainder of the term above created, then unexpired, shall also have been paid, but the said part of the first part shall not be bound to give covenants or assurances for title other than for and in respect to his own acts.

AND IT IS HEREBY AGREED, on the part of the said part of the second part, executors, administrators and assigns, that if, at any time or times during the said term, the said rent, or any part thereof, shall be in arrear and unpaid for the space of thirty days after any of the days or times whereon the same ought to be paid as aforesaid, then it shall be lawful for the said part of the first part, heirs, executors, administrators or assigns, to enter into and take possession of the premises hereby demised, whether the same be lawfully demanded or not, and the same to sell and dispose of either by public auction or private sale, as to may seem best, and when so sold to convey and assure the same unto the purchaser or purchasers thereof his, her or their heirs or assigns, or as he, she or they shall direct or appoint, without the let, hindrance or denial of the said part of the second part, heirs, executors, administrators and assigns : and further, that the non-fulfillment of the covenants hereinbefore mentioned, or any of them, on the part of the lessee or lessees, shall operate as a forfeiture of these presents, and the same shall be considered null and void to all intents and purposes whatsoever : and also, that the said part of the second part, executors, administrators and assigns, shall not nor will, during the said term, grant or demise or assign, transfer or set over or otherwise, by any act or deed, procure or cause the said premises hereby demised, or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over unto any person or persons whatsoever, nor carry on any offensive trade or business on the premises, without the consent in writing of the said part of the first part, heirs and assigns, first had and obtained: and also that the said part of the second part will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the the said part of the first part, on account thereof.

AND IT IS HEREBY DECLARED AND MUTUALLY AGREED, by and between the parties hereto that time in the payment by the said part of the second part, heirs, executors, or assigns, to the said part of the first part, heirs, executors, or assigns, of the said sum of under the proviso or agreement above set forth in that behalf, and within the period of above limited therefor, as the purchase money for the premises, shall be strictly the essence of this contract, and that default in payment by the said part of the second part, of the said sum, within the said time or period of from the date hereof above limited, over, above and in addition to all rents above reserved, shall render absolutely null and void so much of these presents as relates to the sale by the part of the first part, or purchase by the part hereto of the second part, of the premises above mentioned, and the jurisdiction of equity, and of the several courts of this province, in reference thereto, shall be wholly barred, and the said part of the first part shall be absolutely released and discharged from the performance or execution of the said agreement, and the said part of the second part shall be deprived of all right to enforce the same, notwithstanding any rule (if such there be) that time cannot be made of the essence of a contract, or any other rule or maxim whatsoever.

In witness, &c.

Signed, sealed, &c.

(*Usual Affidavit of Execution.*)

STATUTORY LEASE.

THIS INDENTURE, made the day of in the year of our Lord one thousand eight hundred and , in pursuance of the Act respecting Short Forms of Leases,

BETWEEN hereinafter called the "Lessor ," of the first part, and hereinafter called the "Lessee ," of the second part:

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the said Lessee executors, administrators and assigns, to be paid, observed and performed, the said Lessor ha demised and leased, and by these presents do demise and lease unto the said Lessee executors, administrators and assigns, all

To HAVE AND TO HOLD the said demised premises for and during the term of to be computed from the day of in the year of our Lord one thousand eight hundred and and from thenceforth next ensuing and fully to be complete and ended.

YIELDING AND PAYING therefor, yearly and every year during the said term hereby granted unto the said Lessor heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say:—in equal portions, on the in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments to become due and to be made on the day of

And the said Lessee covenant with the said Lessor to pay rent; and to pay taxes; and to repair; and to keep up fences; and not to cut down timber; and that the said Lessor may enter and view state of repair; and that the said Lessee will repair according to notice; and will not assign or sub-let without leave; and will not carry on on said premises any business or occupation which may be offensive or annoying to the said Lessor or assigns; and that will leave the premises in good repair.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or assigns, or if the said Lessee or assigns shall make any assignment for the benefit of creditors, or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and void.

Proviso, for re-entry by the said Lessor on nonpayment of rent, or on non-performance of covenants.

The said Lessor covenant with the said Lessee for quiet enjoyment.

In witness, &c.

Signed, sealed, &c.

RENEWABLE LEASE.

THIS INDENTURE, made the day of A.D. 8 , in pursuance of the Act respecting Short Forms of Leases,

BETWEEN of the first part; and of the second part:

WITNESSETH, that in consideration of the rents, covenants, and agreements hereinafter reserved and contained, on the part of the said party of the second part, executors, administrators and assigns, the said party of the first part, hath demised and leased, and by these presents doth demise and lease unto the said party of the second part, executors, administrators and assigns, all that certain piece, parcel, or tract of land and premises, situate, lying and being in together with the appurtenances:

TO HAVE AND TO HOLD the said parcel or tract of land and premises hereby demised, with the appurtenances, unto the said party of the second part executors, administrators and assigns, from the day of in the year of our Lord one thousand eight hundred and for, and during, and until the day of which will be in the year of our Lord one thousand eight hundred and renewable as hereinafter mentioned, yielding and paying therefor yearly, and every year during the said term of years, unto the said party of the first part, heirs, executors, administrators, and assigns, the clear yearly rent or sum of of lawful money of Canada, in four equal quarterly payments of in each payment, to be made on the first days of in each and every year during the said term, without any deduction, defalcation, or abatement therefrom, for or in respect of any taxes, charges, rents assessments or impositions whatever, either now or hereafter to be taxed, charged, rated or assessed on the said demised premises or any part thereof, or for or on account of the same, the first payment to become due on the day of one thousand eight hundred and And the said party of the second part, covenants with the said party of the first part, to pay rent and to pay taxes, and not to assign or sublet, without leave in writing, executed in presence of two subscribing witnesses: Proviso for re-entry by the said party of the first part, heirs, executors, administrators or assigns on non-payment of rent, or non-performance of covenants. And the said party of the first part covenants with the said party of the second part for quiet enjoyment; And also that immediately after the expiration of the said term of years, he, the said party of the first part, his heirs and assigns, shall and will grant another lease of the said hereby demised premises, with the appurtenances, containing the like covenants, conditions, provisoes and agreements as are in this lease contained and expressed, and at and under a certain yearly rent, payable in quarterly payments, the amount whereof to be ascertained in manner following, that is to say: To be fixed on, and determined upon, and declared by two appraisers, to be named and appointed, one of them by the said party of the first part, his heirs and assigns, the other by the said party of the second part, executors, administrators and assigns, with power to them the said appraisers, to name and call in a third if they cannot agree; and in such valuation and appraisement the amount of such rent shall be calculated altogether as ground rent of a block or parcel of land situated as the said premises are situated, and the value of any buildings, tenements, houses or erections thereon, is not to be considered in any wise in making such appraisement: such appraisement to be made within fourteen days after the end of the term hereby granted: such rent to be payable in quarterly payments as aforesaid, and to commence from and immediately after the termination of the first term: or, if the said party of the first part, his heirs and assigns, decline making such renewal for a second term, —which it shall be optional for him or them to do or make (but of which intention to decline, the said party of the first part, heirs or assigns, shall give to the said party of the second executors, administrators or assigns, or leave at his or their last known place of abode, a notice, in writing, at least three calendar months before the expiration of the said term of years hereby granted, or any future term to be granted as hereby provided),—then it is hereby expressly covenanted, declared and agreed upon, by and between the parties hereto and their respective representatives, that all the buildings, houses and erections, placed, erected and being on said premises at the expiration of the first term of years, by the said party of the second part, executors, administrators or assigns, shall be duly valued and appraised, by appraisers named and appointed on behalf of each party, as above particularly mentioned, with power to them to name, refer to and call in a third person, should they not agree as above mentioned—such appraisement to be made within fourteen days from and after the determination of the said first term hereby demised—who shall fix on the value under the conditions aforesaid; And the said party of the first part, hereby for himself, his heirs, and assigns, covenants, promises and agrees, to and with the said party of the second part, executors, administrators and assigns, that he or they, or some one of them, will pay to the said party of the second part, executors, administrators and assigns, the full sum of money so to be fixed by the said appraisers, or their referee, as the value of or compensation for said houses, buildings and erections, on the said hereby demised premises then standing and being, within one calendar month after such value is ascertained and declared as aforesaid, a renewal for a second term having been declined to be made by him or them as aforesaid;

And also, that if any such renewal of a second term be granted as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his heirs or assigns, to the said party of the second part, executors, administrators and assigns, that at the end of such renewed term, so to be granted as aforesaid, the said party of the first part, his heirs and assigns, shall and will grant a further renewed lease to the said party of the second part, executors, administrators and assigns, of a further term of years, precisely on the same terms and conditions as hereinbefore provided for the first renewal thereof, the amount of rent payable quarterly to be ascertained by appraisers, in the manner and form above provided and set forth, or shall and will pay for all buildings and erections then being on said premises (should such renewal be refused or declined, and of which notice shall have heen given as aforesaid), at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions and agreements above mentioned and expressed ; and so on at the end of every renewed term ; it being the true intent and meaning of these presents, and it is hereby expressly covenanted and agreed upon, by and between the said parties hereto, their heirs, executors, administrators and assigns, that at the end of the hereby granted term of years, and also at the end of every renewed term of years, so to be granted as aforesaid, the said party of the first part, heirs and assigns, shall grant a renewed term or lease of years of the said hereby demised premises, and so on for ever, ascertaining the amount of rent to be paid during such renewed term by appraisement, as hereinbefore provided, and always estimating the amount of said rent as ground rent, and exclusive and independent of all buildings and improvements thereon erected, put, placed and being, until the said party of the first part, his heirs or assigns, elect to determine these presents, and all further renewal or renewals of the hereby demised premises, and of which notice shall be given as aforesaid, by paying within the term above limited at the expiration of each term, for all such buildings, erections and improvements as may be put, placed, erected and then being thereon, by the said party of the second part, executors, administrators or assigns, at the appraised value, to be ascertained and estimated by referees in manner hereinbefore provided. And it is hereby further covenanted and agreed upon, by and between the said parties of the first and second parts, for themselves and their respective legal representatives, that all dower and all charges and costs arising from the demand of the same, either at law or in equity, that may hereafter be made, and that may be chargeable on the said premises, and legally and lawfully demanded therefor, shall be deducted from the rent reserved or to be hereafter reserved, as aforesaid, for the said premises such dower being limited to the ground (and not to apply to the improvements thereon), and the rents, issues and profits thereof, it being hereby clearly admitted and understood that the buildings and improvements to be made and erected on said premises, will be made and erected by the said party of the second part, executors, administrators, and assigns, and that the said party of the second part, executors, administrators and assigns, shall be answerable only for the balance of such rent, after deducting such dower and the charges accruing from demanding or enforcing the same, anything herein contained to the contrary thereof in anywise notwithstanding. And also that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall, at any time hereafter, neglect, decline or refuse to pay to the said party of the second part, executors, administrators or assigns, the full sum of money so to be fixed and determined by the said appraisers, or their referee, as to the value or compensation for the said houses, buildings and erections on the said hereby demised premises then standing and being (upon being lawfully demanded), for the space of one calendar month after such value is ascertained, declared and demanded as aforesaid (a renewal for a second, or for any subsequent term, having been declined to be made by him or them, and notice given as aforesaid), or if he or they refuse or neglect to name and appoint an appraiser, for the purpose of ascertaining and determining such value, within the period above fixed and prescribed, then, in either such case, the said party of the second part, executors, administrators and assigns, shall hold and enjoy the said premises for the further term of years, reckoned from the expiration of the preceding term, subject to the same terms, conditions, rents and agreements contained and provided for the term then last expired and ended; nevertheless, subject, after the termination of the term so created, to all the conditions, provisoes and agreements contained in and by these presents for the renewal of any term, or for the purchase of the buildings and improvements as aforesaid: It being clearly and fully understood and agreed upon, by and between the said parties to these presents, and their legal representatives, that the neglect or refusal to appoint an appraiser, on the part of the lessor, to estimate the value of the improvements as aforesaid, or the neglect or refusal of payment, after notice as aforesaid, for the value thereof, for the space of time above provided and mentioned (after due demand as aforesaid), shall, at all times hereafter, entitle and authorise the said lessee and representatives to hold, own and enjoy the said premises for another term of years, upon the terms and for the rents provided for in the preceding and then expired or expiring term, so ofter as payment of the purchase money for the buildings and improvements as aforesaid, shall be neglected or refused to be made, or the appointment of an appraiser, for the purposes of ascertaining such value, shall be neglected or refused to be made by the said lessor, or his legal representatives: and that, at the expiration of the term hereby created and provided for under the contingencies aforesaid, the original and first provisions and conditions contained in these presents shall then again operate and be in full force and effect. And the said party of the first part further covenants, that he, his heirs and assigns, will at any time within five years from the date hereof, upon payment by the said lessee, his executors, administrators or assigns, unto him or them, of the sum of of lawful money of Canada, execute a deed, in fee simple, of the premises hereby demised, unto the said party of the second part, his heirs and assigns, or as he or they may direct or appoint.

In witness, &c.

Signed, sealed, &c.

(*Usual Affidavit of Execution.*)

LEASE OF OIL AND MINING LANDS.

THIS INDENTURE, made the day of , A.D. 18 , in pursuance of the Act respecting Short Forms of Leases, BETWEEN

WITNESSETH, that in consideration of the moneys, rents, royalties, covenants, conditions and agreements hereinafter reserved and contained on the part of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, they the said parties of the first part have demised and leased, and by these presents do demise and lease unto the said party of the second part, executors, administrators and assigns, the lands following, namely: all and singular that certain parcel or tract of land and premises situate, lying and being in the township of in the county of and province of being composed of reserving thereout unto the said lessors, their executors, administrators or assigns, a right of way in, over, out of, upon and across the said demised premises, with their servants, cattle, horses, waggons, carts and vehicles:

TO HAVE AND TO HOLD the said demised premises for and during the term of years, to be computed from the day of the date of this indenture and henceforth next ensuing and fully to be complete and ended, for the following uses and purposes, that is to say: that the said lessees, their heirs, assigns, employees or lessees are to have at all times during the said term hereby granted the exclusive right to enter upon and occupy the said premises, and to take thereon all necessary teams, tools, implements and machinery, and to work and use the same for the purpose of putting down a shaft or shafts, tubing or piping, or drilling, boring or digging a well or wells for petroleum, oil, salt or any other mineral or vegetable substance or deposit, which may be found or discovered to be upon, in or under the said premises hereby demised; with the right to erect a derrick or derricks, building or buildings, which he or they may find necessary for drilling, boring, pumping or mining as aforesaid, and for storing the products, and for all other purposes connected therewith; and are to have and to hold any such petroleum, oil, salt or other substance so found and obtained to himself, his heirs, executors, administrators and assigns (except as hereinafter mentioned), with liberty at all times to remove the same; yielding and paying therefor unto the said lessors, their heirs, executors, administrators or assigns, the sum of yearly and every year during the continuance of the said term; and also the part or share of all the petroleum, oil, salt or other substance which may be obtained from the said demised premises from time to time during the continuance of this lease; such part or share to be delivered by the said lessee, his executors, administrators or assigns, unto the said lessors, their agents or assigns, at the well or wells, in barrels or casks to be provided by the said lessors at least before, at the end of every and to be the part of all the petroleum, oil, salt or other substance, as had been obtained during the preceding and the said lessee covenants with the said lessors, that he the said lessee, his heirs, assigns, employees or lessees, will commence operations for obtaining such oil or other substance on the premises hereby demised within days from the date hereof, and will commence to put down at least one well on the said premises within the said days, and erect an engine house or houses, derrick or derricks, and all things necessary for the same, and will continue and prosecute the said well or wells, with all earnest zeal, diligence and vigor unto completion, and until the said well or wells shall have been well and properly tested; and that the said lessors, their agents or assigns, may have access at any and all times to the books and records of the said well or wells. And the said lessors covenant with the said lessee, for quiet enjoyment: and that the said lessee, his executors, administrators and assigns, may have the right at all times during the term hereby created, of ingress and egress in, upon, from and out of the said premises hereby demised, with his or their servants, cattle, waggons, horses, carts and vehicles, the said lessee covenants with the said lessors to pay rent and to pay taxes upon the said demised premises

Proviso for re-entry by the said lessors on non-payment of rents and royalties or non-performance of covenants or any of them.

In witness, &c.

Signed, sealed, &c.

R

LEASE OF PART OF A HOUSE.

Memorandum of an agreement made and entered into the day of 18 , by and between A. B., of and C. D., of, &c.; whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say: being part of a house and premises in which the said A. B. now resides, situate and being No. , in street, in the city of .

To have and to hold the said rooms and apartments, for and during the term of half-a-year, to commence from the day of instant, at and for the yearly rent of lawful money of Canada, payable monthly, by even and equal portions, the first payment to be made on the day of next ensuing the date hereof; and it is further agreed, that, at the expiration of the said term of half-a-year, the said C. D. may hold, occupy and enjoy the said rooms or apartments from month to month for so long a time as the said C. D. and A. B. shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing.

And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

In witness, &c.

Signed, sealed, &c.

UNDERLEASE.

This Indenture, made the day of A.D. 18 ,

Between C. D., of , of the one part, and E. F., of , of the other part, witnesseth as follows:—

1. The said C. D. demises to the said E. F., his executors and administrators, the premises described in the first schedule hereto, with their appurtenances from the date hereof, for years, except the last three days, at the yearly rent of $, payable, etc. [*as in original lease*].

2. The said E. F., for himself, his heirs, executors and administrators, covenants with the said C. D., his executors, administrators and assigns (hereinafter called "the lessors"), that the said E. F., his executors and administrators (hereinafter called "the lessees"), will pay, etc. [*follow the terms of the original lease to the end, substituting the assignor for the lessor, and the assignee for the lessee.*]

In witness, &c.

Signed, sealed, &c.

LANDLORD'S INDEMNITY AGAINST RENT AND TAXES.

To C. D.

In consideration of your becoming tenant of my premises, No. , in street, I agree to indemnify you against the payment of any rent, taxes or rates chargeable upon the said premises, or upon any person in respect of the occupation thereof, down to the commencement of your tenancy. Dated the day of A.D. 18 .

LETTER OF LICENSE.

(*Extending time.*)

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, who have hereunto subscribed our names and affixed our seals, creditors of I. B., of send greeting:

WHEREAS the said I. B., on the day of the date hereof, is indebted unto us, the several creditors hereunder named, in divers sums of money, which at present he is not able to pay and satisfy, without respite and time to be given him for payment thereof: know ye, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said I. B., have given and granted, and by these our present letters do give and grant, unto the said I. B., full and free liberty, license, power and authority to go about, attend, follow and negotiate any affairs, business matters or things whatsoever, or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto the said I. B., his wares, goods, moneys or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners or assigns of us or any of us, or by our or any of our means or procurement, to be sought, attempted or procured to be done, for and during months next and immediately ensuing the day of the date hereof. And further, we the said creditors hereunder subscribed, do and each of us doth covenant and grant, for ourselves, our heirs, executors, administrators and assigns, respectively, and not jointly, or one for another, or for the heirs, executors, administrators or assigns of each other, to and with the said I. B., that we or any of us, our heirs, executors, administrators or assigns, or any of them shall not nor will during the time aforesaid, sue, arrest, attach or prosecute the said I. B., for or on account of our respective debts, or any part thereof; and that, if any hurt, trouble, wrong, damage or hindrance be done unto the said I. B., either in body, goods or chattels, within the aforesaid term of next ensuing the debt hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted forever, against such of us the said creditors, his and their heirs, executors, administrators or assigns, by whom and by whose will, means or procurement he shall be arrested, attached, imprisoned or damaged, of all manner of actions, suits, deeds, debts, charges, sum and sums of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof.

In witness, &c. this day of A.D. 18 .

Signed, sealed, &c.

MECHANICS' LIEN.

of under "The Mechanics' Lien Act of 18 ," claims a lien upon the estate or interest of of in respect of the following that is to say: which done for the said on or before the day of

The amount claimed as due is the sum of

The description of the land to be charged is the following:

Dated at this day of A.D. 18 .

County of
To wit: } make oath and say:

1. name and residence correctly set forth as above and the owner of the property to be charged by the within declaration lives at

2. The within mentioned has been for the said and upon his credit.

3. The of the said was completed on the day of

4. The was as follows:

5. The sum claimed is

Sworn before me at
in the County of this
day of A.D. 18 . }
A Commissioner, &c.

MORTGAGE WITH DOWER.

This Indenture, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages,

Between hereinafter called the Mortgagor of the first part; his wife of the second part; and hereinafter called the Mortgagee, of the third part:

Witnesseth, that in consideration of of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged,) the said Mortgagor do grant and Mortgage unto the said Mortgagee heirs and assigns for ever:

All and singular th certain parcel or tract of land and premises situate, lying and being the said party of the second part hereby bars her dower in the said lands.

PROVIDED this Mortgage to be void on payment of of lawful money of Canada, with interest at per cent. per annum, as follows: and taxes and performance of statute labour.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest, and observe the above proviso.

That the Mortgagor ha a good title in fee simple to the said lands; and that he ha the right to convey the said lands to the said Mortgagee ; and that on default the said Mortgagee shall have quiet possession of the said lands, free from all encumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.

[TITLE DEEDS.]

And that the said Mortgagor ha done no act to encumber the said lands.

And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than dollars currency.

And the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso:

Provided that the said Mortgagee in default of payment for months, may, upon giving notice in writing, enter upon and lease or sell the said lands; provided that the Mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable; provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture.

(Usual Affidavit of Execution.)

STATUTORY MORTGAGE.

This Indenture, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages, **Between**

Witnesseth, that in consideration of of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor do grant and Mortgage unto the said Mortgagee heirs and assigns for ever:

All and singular, th certain parcel or tract of land and premises

[DOWER.]

Provided this Mortgage to be void on payment of of lawful money of Canada, with interest at per cent. per annum, as follows; and taxes and performance of statute labour.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest and observe the above proviso ;

That the Mortgagor ha a good title in fee simple to the said lands; and that he ha the right to convey the said lands to the said Mortgagee and that on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances. And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.

[TITLE DEEDS.]

And that the said Mortgagor ha done no act to incumber the said lands ; and that the said Mortgagor will insure the building on the said lands to the amount of not less than currency ; and the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso :

Provided that the said Mortgagee on default of payment for month may enter on and lease or sell the said lands :

Provided that the Mortgagee may distrain for arrears of interest ; provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable ; provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture, from

(Usual Affidavit of Execution.)

MORTGAGE (COMPOUND INTEREST).

THIS INDENTURE, made (in duplicate) the day of 18 , in pursuance of the Act respecting Short Forms of Mortgages : BETWEEN

WITNESSETH, that in consideration of of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged) the said Mortgagor do grant and Mortgage unto the said Mortgagee heirs and assigns, for ever :

All and singular th certain parcel or tract of land and premises situate lying and being

[DOWER.]

PROVIDED this Mortgage to be void on payment of in gold or its equivalent with interest thereon at per cent. per annum, as follows : and taxes and performance of statute labour.

And it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid compound interest shall be payable and the sum in arrear for interest from time to time shall bear interest at the same rate as the principal money secured by these presents, and in case the interest and compound interest are not paid in six months from the time of default a rest shall be made and compound interest shall be payable on the aggregate amount then due, and soon from time to time, and all such interest and compound interest shall be a charge on the lands, but the said Mortgagee shall, notwithstanding anything herein contained, be at liberty to foreclose this Mortgage at any time on default of payment of principal or interest for months, on giving to the said Mortgagor executors, administrators or assigns, or leaving on said Mortgaged premises months notice in writing of intention so to do.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest, and observe the above proviso.

That the Mortgagor has a good title in fee simple to the said lands.

And that he has the right to convey the said lands to the said Mortgagee.

And that on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite. And that the said Mortgagor ha done no act to encumber the said lands.

And the said Mortgagor will insure the buildings on the said lands to the amount of not less than currency.

And the said Mortgagor do release to the said Mortgagee all claims upon the said lands subject to the said proviso.

Provided that the said Mortgagee on default of payment for may notice enter on and lease or sell the said lands; provided that the Mortgagee may distrain for arrears of interest; provided that in default of payment of the interest hereby secured, the principal hereby secured shall become payable; Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture, from

Witness:

(Usual Affidavit of Execution.)

LAND MORTGAGE (FUTURE ADVANCES).

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages:

BETWEEN hereinafter called the Mortgagor, of the first part; his wife, of the second part; and hereinafter called the Mortgagee, of the third part;

WHEREAS the Mortgagee has advanced to the said Mortgagor, value to the amount of dollars, and it has been agreed for further advances and the Mortgagor hath agreed to secure the Mortgagee (for the present debt of and also for further debts to the said Mortgagee, whether the same be notes or book accounts owing by the Mortgagor) by the lands hereinafter mentioned:

WITNESSETH, that in consideration of of lawful money of Canada, now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged) and also in consideration of further advances by the Mortgagee to the Mortgagor, the Mortgagor doth grant and Mortgage unto the said Mortgagee, his heirs and assigns forever, all and singular th certain parcel or tract of land and premises, situate, lying and being in the

PROVIDED this Mortgage to be void on payment of dollars, of lawful money of Canada, with interest at per cent. and all further advances by the Mortgagee to the Mortgagor as follows: and taxes and performance of statute labour.

Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

The Mortgagor covenants with the Mortgagee, that the Mortgagor will pay the mortgage money and interest, and all further indebtedness of the Mortgagor to the Mortgagee, whether by note or account, and observe the above provisoes.

And that the Mortgagor has a good title in fee simple to the said lands.

And that he has the right to convey the said lands to the Mortgagee.

And that on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

The Mortgagor covenants with the Mortgagee that this Mortgage shall also form and be a security to the Mortgagee for future debts of the Mortgagor to the Mortgagee.

And that the Mortgagor will execute such further assurances of the said lands as may be requisite.

And that this Mortgage shall form a charge and claim against the aforesaid lands for all lawful indebtedness of the Mortgagor to the Mortgagee, whether due or becoming due.

And that the Mortgagor doth release to the Mortgagee all his claims upon the said lands subject to the said proviso.

Provided that the Mortgagee on default of payment for one month may, without notice, enter upon and lease or sell the said lands.

Provided that the Mortgagee may distrain for arrears of interest.

And the said party of the second part hereby bars her dower in the said lands.

Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

And that this Mortgage shall not be discharged until all lawful debts of the Mortgagor to the Mortgagee are fully paid and satisfied.

In witness, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture

(Usual Affidavit of Execution.)

MORTGAGE.

(Special form)

This Indenture, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages : Between

Witnesseth, that in consideration of of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor , the receipt whereof is hereby acknowledged, the said Mortgagor do grant and Mortgage unto the said Mortgagee heirs and assigns for ever, all and singular

To HAVE AND TO HOLD the same with the appurtenances unto and to the use of the said Mortgagee heirs and assigns for ever, subject to the proviso for redemption thereof hereinafter contained.

Provided this Mortgage be void on payment of of lawful money of Canada, with interest at per cent. per annum, as follows: and taxes, and performance of statute labour; the said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the Mortgage money, and interest, and observe the above proviso; that the Mortgagor ha a good title, in fee simple, to the said lands; and that ha the right to convey the said lands to the said Mortgagee; and that on default, the Mortgagee shall have quiet possession of the said lands, free from all incumbrances; and that the said Mortgagor will execute such further assurances of the said lands as may be requisite; and that the said Mortgagor ha done no act to incumber the said lands; and that the said Mortgagor will insure the buildings on the said lands to the amount of not less than currency; and the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso.

And it is hereby declared and agreed by and between the said parties hereto, that in case the said interest shall not be paid on the days and times hereinbefore appointed for payment thereof, then and so often as the same shall be in arrear, interest shall become due and payable thereon, at the rate aforesaid, from the time the same shall become due until payment thereof.

Provided that the Mortgagee on default of payment for may enter on and lease or sell the said lands without notice.

And the Mortgagee covenant with the Mortgagor that no sale or lease of the said lands shall be made or granted by until such time as months' notice, in writing, shall have been given to the Mortgagor and the serving or giving of such notice shall be good and effectual, either by leaving the same with a grown up person on the said Mortgaged premises, if occupied, or by putting up the same on some portion thereof, if unoccupied, or, at the option of the Mortgagee , by publishing the same for successive times in some newspaper published in the

PROVISO: that the purchaser shall, in no case, be bound to ascertain that the default has happened under which the Mortgagee claim to lease or sell, and that the remedy of the Mortgagor for breach of the said covenant, shall be in damages only, and the sale under the said power shall not be affected.

Provided that the Mortgagee may distrain for arrears of interest.

Provided that, in default of the payment of any instalment of the principal or interest hereby secured, the whole principal hereby secured remaining unpaid, shall become payable, but the Mortgagee may waive right to call in the principal, and shall not be therefore debarred from asserting and exercising right to call in the principal upon the happening of any future default; provided that, until default of payment, the Mortgagor shall have quiet possession of the said lands.

In witness, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of the foregoing Indenture

(*Usual Affidavit of Execution.*)

MORTGAGE BY WAY OF FURTHER CHARGE.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of of the first part, and C. D., of of the second part:

WHEREAS by an indenture of mortgage bearing date the day of A.D. 18 , and made between the said A. B. of the first part his wife of the second part, and the said C. D. of the third part; In consideration of the sum of then advanced, lent and paid by the said C. D. to the said A. B., he the said A. B., did grant unto the said C. D., his heirs and assigns for ever, all and singular that certain parcel or tract of land and premises situate, lying and being in the To hold unto the said C. D., his heirs and assigns, to and for his and their sole and only use for ever, subject to the proviso thereinafter contained for redemption of the said premises on payment by the said A. B., his heirs, executors, administrators or assigns, unto the said C. D., his executors, administrators or assigns, of the said sum of with interest thereon, at six per cent. per annum, at the times and in manner therein mentioned. And whereas the said wife of the said A. B., has since departed this life. And whereas the said principal sum of still remains due and owing to the said C. D., upon the security of the said indenture of mortgage, but all interest thereon hath been duly paid and satisfied up to the day of the date of these presents. And whereas the said A. B., having occasion for the further sum of hath applied to and requested the said C. D. to lend him the same, which he hath consented and agreed to do on having the repayment thereof, with interest, secured in manner hereinafter mentioned.

Now this Indenture witnesseth, that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada, this day lent, advanced and paid by the said C. D., to the said A. B. (the receipt whereof the said A. B. doth hereby acknowledge and therefrom discharge the said C. D., his heirs, executors, administrators and assigns for ever, by these presents); He the said A. B. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said C. D., his executors, administrators and assigns, that all and singular the said freehold messuages or tenements, land, hereditaments and premises comprised in and conveyed by the hereinbefore recited indenture of mortgage with the appurtenances, shall from henceforth stand and be charged and chargeable with, and be subject and liable to, and shall continue and remain vested in, the said C. D., his heirs and assigns, for securing the repayment as well of the said sum of with interest from the date hereof at the rate, upon the times and in manner in the covenant of the said A. B., hereinafter contained, specified and set forth as of the said sum of and interest by the said indenture of mortgage secured and made payable, and that the said premises or any part thereof shall not be redeemed or redeemable at law or in equity (or otherwise) until full payment to the said C. D., his executors, administrators or assigns not only of the said principal sum of so lent and advanced and secured by the hereinbefore recited Indenture of Mortgage as aforesaid, and the interest to become due thereon respectively, but also of the said principal sum of this day lent advanced and paid as aforesaid, and the interest thereof, according to the covenant hereinafter contained, anything in the hereinbefore recited Indenture of Mortgage to the contrary thereof notwithstanding. And the said A. B., doth hereby for himself, his heirs, executors and administrators, further covenant, promise and agree to and with said C. D., his executors, administrators and assigns that he, the said A. B., his heirs, executors, administrators or assigns, shall and will, on or before the day of which will be A.D. 18 , well and truly pay or cause to be paid unto the said C.D., his executors, administrators or assigns, the said sum of together with interest thereon from the date hereof in the meantime, at the rate of six per cent. per annum, half yearly on the days of and until the said principal sum is fully paid and satisfied, such interest to commence and be computed from the day of the date hereof; and the first payment of interest to become due and be made on the day of next, without any deduction, defalcation or abatement thereout, for or in respect of any taxes, charges or assessments on the said land and premises, the said sum of money, or the said party of the second part or otherwise howsoever. And it is hereby agreed and declared between the said parties hereto, that all and singular the trust, powers, remedies and provisions by the hereinbefore recited Indenture of Mortgage, given to or vested in the said C. D., his heirs, executors, administrators or assigns shall extend and be applicable to the securing and paying to the said C. D., his executors, administrators and assigns as well of the said sum of and interest, this day lent and advanced, as also of the said sum of and interest thereon as aforesaid. And further, that if default shall be made in payment of the said sum of and interest or any part thereof, at the times hereinbefore appointed for payment thereof, he the said A. B., and his heirs and all persons claiming any interest in the said permises in trust for him or them, shall and will at the request of the said C. D., his executors, administrators or assigns, make, do, execute and perfect all such further acts and deeds for the better securing the repayment of the said principal sum of and interest, and for more effectually charging the said premises, with the repayment thereof, as by the said C. D., his executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised, advised, or required. And the said A. B., lastly, hereby covenants with the said C. D., to insure the said premises in the sum of and assign the policy of insurance in the manner upon the terms and subject to the provisions, conditions and stipulations in every respect in the said recited Indenture of Mortgage, specified and set forth in lieu of the said sum of therein mentioned as to be insured upon the said premises.

In witness, &c.

Signed, sealed, &c.

RECEIVED on the day of the date hereof, &c.

MORTGAGE TO BUILDING SOCIETY.

THIS INDENTURE, made in duplicate the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages,

BETWEEN of hereinafter called "the Mortgagor," of the first part; The Permanent Loan and Savings Company, hereinafter called "the Company," of the second part; and wife of the said Mortgagor, of the third part,

WITNESSETH, that in consideration of dollars now paid by the Company to the Mortgagor (the receipt whereof is hereby acknowledged), the Mortgagor doth grant and Mortgage unto the Company forever provided this Mortgage to be void on payment of in equal instalments of on the first day of the month of in each year during the term of years. The first of said payments to become payable on the first day of eighteen hundred and together with all fines imposed by the Company on the Mortgagor on account of default in payment according to the Company's rules, and taxes and performance of statute labour.

Provided that on default of payment for months of any portion of the money hereby secured the whole of the instalments hereby secured shall become payable.

The Mortgagor covenants with the Company, that the Mortgagor will pay the Mortgage money and interest, and observe the above provisoes; that the Mortgagor has a good title in fee simple to the said lands; that he has the right to convey the said lands to the Company; that on default the Company shall have quiet possession of the said lands, free from all incumbrances; that the Mortgagor will execute such further assurances of the said lands as may be requisite; that the Mortgagor has done no act to encumber the said lands; that the Mortgagor will insure the buildings on the said lands to the amount of not less than dollars.

And the parties of the first and third parts do release to the Company all his, her or their claims upon the said lands subject to the said proviso.

Provided that the Company, on default of payment for months, may, without any notice, enter upon and lease or sell the said lands for cash or credit.

Provided that the Company may distrain for arrears of instalments.

And the said party of the third part, the wife of the Mortgagor, hereby bars her dower in the said lands.

The Mortgagor agrees, that neither the execution nor registration of this Mortgage shall bind the Company to advance the moneys.

And it is hereby declared, that in case the Company satisfies any charge on the lands, the amount paid shall be payable forthwith with interest, and, in default, the power of sale hereby given shall be exercisable, and in the event of the money hereby advanced or any part thereof being applied to the payment of any charge or incumbrance, the Company shall stand in the position and be entitled to all the equities of the person or persons so paid off.

In witness, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture

(Usual Affidavit of Execution.)

MORTGAGE TO BUILDING SOCIETY.

(Covenant not to sue upon.)

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B. &c., trustees of the Building Society, of the one part, and C. D., of of the other part.

WHEREAS by Indenture bearing date the day of A.D. 18 , and made between and the said C. D., of the part; All and singular that certain parcel or tract of land and premises situate, lying and being was granted, bargained, sold and conveyed to the said heirs and assigns for ever.

AND WHEREAS by Indenture of Mortgage dated the day of A.D. 18 , and made between the said C. D. of the one part, and the said A. B. &c., trustees of the Benefit Building and Investment Society of the other part, the ground messuages and premises comprised in and conveyed by the said hereinbefore recited Indenture, were conveyed to the said trustees, their successors and assigns for ever ; but upon the trust and subject to the provisoes therein contained, being trusts and provisions for securing the due and regular payment by the said C. D., his heirs, executors, administrators and assigns of all subscription moneys, fines, and other payments due and to become due and payable to the said Society on or in respect of the shares of the said C. D. in the said Society (which in the now reciting Indenture of mortgage are stated to have been advanced to him immediately before the execution thereof), or otherwise as a member of the said Society by the said C. D., his heirs, executors, administrators and assigns.

And whereas the shares of the said C. D. in the said Society have been transferred to E. F. of gentleman, and the messuages and premises comprised in and conveyed by the said firstly hereinbefore recited Indenture have been by Indenture bearing date the day of A.D. 18 , conveyed unto the said E. F., his heirs and assigns for ever subject to the said hereinbefore recited Indenture of mortgage of the day of A.D. 18 , and the security thereby made and the payments of the moneys and observance of the rules of the said Society thereby secured.

And whereas the said E. F., in compliance with the rules of the said Society in that behalf, upon the transfer of the said shares to him, entered into a covenant with the said trustees for the payment of all subscriptions and other payments to become due to the said Society in respect of the said shares so transferred, and to observe the rules of the said Society and the covenants on the part of the said C. D., contained in the said hereinbefore recited Indenture of mortgage of the day of A.D. 18 . And whereas the said C. D. hath requested the said A. B., &c., trustees of the Building Society, in compliance with the rules of the said Society, to release him from all liability under the hereinbefore recited Indenture of mortgage of the day of A.D. 18 , and they have accordingly agreed to enter into the covenant heneinafter contained.

Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the premises, and in compliance with the rules of the said Society, the said A. B., &c., as such trustees as aforesaid, do hereby for themselves, their successors and assigns, covenant and declare, with and to the said C. D., his heirs, executors and administrators, that they, the said A. B., &c., trustees of the said Building Society, their successors or assigns, shall not nor will at any time or times hereafter commence or prosecute against the said C. D., or his heirs, executors or administrators, (in respect of his estate) any action, suit, or other proceeding at law or in equity for or in respect of the breach or non-performance of the covenants on the part of the said C. D., his heirs, executors, administrators or assigns, contained in the said hereinbefore recited Indenture of mortgage of the day of A.D. 18 , or any of them, but nothing herein contained shall be construed as releasing the said E. F. (as such purchaser as aforesaid), his heirs, executors, administrators and assigns, from the performance of the said covenants, or as in any way prejudicing or affecting the exercise of all the trusts, powers and authorities contained in the said Indenture of Mortgage, in like manner as if this Indenture had never been made or executed.

In witness, &c.,

Signed, sealed, &c.

MORTGAGE OF REAL ESTATE TO SECURE ENDORSEMENT.

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages, BETWEEN

WHEREAS the said Mortgagee ha endorsed the several Promissory note of the said Mortgagor for the sum of of lawful money of Canada cop of which hereunto annexed and marked respectively and whereas, the said Mortgagor ha agreed to execute these presents for the purpose of indemnifying and saving harmless the Mortgagee from the payment of the promissory note or any part thereof, or any note or notes hereafter to be endorsed by the said Mortgagee for the accommodation of the said Mortgagor by way of renewal of the said recited note or any interest to accrue thereunder, or otherwise howsoever.

WITNESSETH, that in consideration of the premises, and of the sum of one dollar of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor , (the receipt whereof is hereby acknowledged), the said Mortgagor do grant and mortgage unto the said Mortgagee heirs and assigns for ever, all and singular th certain parcel or tract of land and premises situate, lying and being

[DOWER.]

PROVIDED this Mortgage to be void on payment by the said Mortgagor of the said promissory note or any renewals of the same, and saving harmless the said Mortgagee from all loss, costs, charges, damages or expenses, in respect to the said note or renewals, and shall pay or cause to be paid the said promissory note so as aforesaid, endorsed by the said Mortgagee cop whereof hereunto annexed, and shall pay or cause to be paid all and every other note or notes which may hereafter be endorsed by the said Mortgagee for the accommodation of the said Mortgagor by way of renewal of the said note and all interest in respect thereof, or otherwise then these presents shall cease and be utterly void, and taxes and performance of statute labour.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will observe the above proviso:

That the Mortgagor ha a good title in fee simple to the said lands; and that he ha the right to convey the said lands to the said Mortgagee.

And that on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances; and that the said Mortgagor will execute such further assurances of the said lands as may be requisite:

And that the said Mortgagor ha done no act to incumber the said lands:

And that the said Mortgagor will insure the building on the said lands to the amount of not less than currency;

And that the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso.

Provided that the said Mortgagee on default of payment of any one of the said promissory note by the said Mortgagor for months may, without notice, enter on and lease or sell the said lands; provided that the Mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable; provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture,

(Usual Affidavit of Execution.)

MORTGAGE OF LEASE.

This Indenture, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Mortgages.

Between hereinafter called the mortgagor of the first part; hereinafter called the mortgagee of the part.

Whereas, by a certain lease dated the day of one thousand eight hundred and made between the said lessor therein named did demise and lease unto all and singular th certain parcel or tract of land and premises situate, lying and being

Now this Indenture witnesseth, that in consideration of the sum of of lawful money of Canada, now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor do grant and mortgage unto the said mortgagee executors, administrators and assigns, all and singular, the said above described parcel of land, and premises comprised in, and demised by the said hereinbefore in part recited lease together with the said lease, and all benefit and advantage to be derived therefrom: To have and to hold the same, together with all houses and other buildings, easements, privileges, and appurtenances thereunto belonging, or appertaining unto the said mortgagee, executors, administrators and assigns, from henceforth for and during all the residue of the said term of years granted by the said lease, and for all other the estate, term, right of renewal (if any), and other the interest of the said mortgagor therein or thereto, subject to the payment of the rent and the observance and performance of the Lessee's covenants and agreements in the said Indenture of lease reserved and contained.

Provided, this mortgage to be void on payment of the full sum of dollars of lawful money of Canada, with interest thereon at per centum per annum, on the days and times following, that is to say :— and taxes and performance of statute labour:

The said mortgagor covenant with the said mortgagee that the mortgagor will pay the mortgage money and interest and observe the above proviso.

And that the said in part recited lease is good, valid, and subsisting, and not surrendered, forfeited, or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed up to the day of the date hereof.

And that the said mortgagor ha the right to convey the said lands to the said mortgagee.

And that on default the mortgagee shall have quiet possession of the said lands free from all incumbrances except as aforesaid

And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

And that the said mortgagor ha done no act to encumber the said lands.

And that the said mortgagor will until default in payment of the said principal money or interest pay and perform the rent and covenants reserved and contained in said lease, and that the said mortgagor will insure the buildings upon said land to the amount of not less than currency:

And the said mortgagor do release to the said mortgagee all claims upon the said lands subject to the said proviso:

Provided that the said mortgagee in default of payment for month may giving notice enter on lease or sell the said lands.

Provided that the mortgagee may distrain for arrears of interest: provided that in default of payment of the interest hereby secured, the principal hereby secured shall become payable: provided, that until default of payment the mortgagor shall have quiet possession of the said lands:

In witness whereof, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture

(Usual Affidavit of Execution.)

MORTGAGE OF A LIFE POLICY.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN of hereinafter called the Mortgagor, of the one part, and of hereinafter called the Mortgagee, of the other part. In consideration of paid by the said Mortgagee to the said Mortgagor, WITNESSETH as follows:

1. the said Mortgagor covenants, that he, his heirs, executors or administrators, will, on the day of pay to the said Mortgagee, his executors, administrators or assigns, the said sum of with interest at the rate of per cent. per annum.

2. For the consideration aforesaid, the said Mortgagor assigns to the said Mortgagee, his executors and administrators, a policy granted to the said Mortgagor, on the day of by the Company, and numbered with all moneys ultimately payable thereon, and with power to the said Mortgagee, his executors administrators and assigns, and his and their substitute and substitutes, to recover and give receipts for the premises in the name or names of the said Mortgagor, his executors or administrators.

3. Provided, that if the foregoing covenant shall be

satisfied, the said Mortgagor, his heirs, executors administrators and assigns, shall be entitled, at his or their respective costs, to a re-assignment of the premises hereby assigned.

4. the said Mortgagor, for himself, his heirs, executors and administrators, covenants with the said Mortgagee, his executors, administrators and assigns, that he the said Mortgagor is entitled to execute this assignment of the premises, free from incumbrances, and that he and all necessary parties will, at the cost of his estate, do all acts required for perfecting such assignment, and effecting the recovery of the premises.

5. The holder or holders of this security may sell or surrender to the said Company the said policy or any policies effected in lieu thereof, as hereinafter mentioned, dealing with the same, as regards the purchaser's protection as absolute owners thereof.

6. The said Mortgagor, for himself, his heirs, executors and administrators, covenants with the said Mortgagee, his executors, administrators and assigns, that he the said Mortgagor, his heirs, executors and administrators, will pay interest after the rate aforesaid on all principal sums continuing secured hereon by two equal half-yearly payments, on the day of and the day of and will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed; and in any such event will, at his own cost, do all acts required to enable a policy in lieu thereof to be effected; and will repay to the said Mortgagee, his executors, administrators or assigns, on demand, with interest at the rate aforesaid, all

costs, charges and expenses incurred by him or them for effecting and keeping up the said policy or any policy ubstituted for the same as aforesaid.

7. Provided, that all the covenants herein contained shall apply to any such substituted policy or policies in the same manner as to the premises hereby assigned.

In witness, &c.

Signed, sealed, &c.

NOTICE TO THE INSURANCE COMPANY OF THE MORTGAGE.

To the Company, their directors and secretary.

[*Date and address.*]

Gentlemen,

Take notice, that, by indenture dated the day of A.D. 18 , the policy granted by you upon the life of of and numbered , was assigned by him to me to secure the sum of and interest at the rate of per cent. per annum.

I am, Gentlemen,
Your obedient servant.

MORTGAGE BOND.

Know all Men by these Presents, that I, of the of in the county of and Province of am held and firmly bound to both of the of in the county of and Province aforesaid, esquires, in the sum of of lawful money of Canada, to be paid to the said or to their certain attorney, executors, administrators or assigns; for the payment of which sum, to be well and truly made, I bind myself, my heirs, executors and administrators, firmly by these presents, sealed with my seal, dated this day of A.D. 18 ,

WHEREAS, by Indenture of Mortgage, dated on or about the day of A.D. 18 , and made between of the one part, and the said of the other part, the said for the consideration therein mentioned did covenant with the said their executors and administrators, that he the said his heirs, executors or administrators, would pay unto the said or the survivor of them, or the executors or administrators of such survivor, their or his assigns, the sum of on the day of A.D. 18 , with interest for the same after the rate of per cent. per annum, on the first day of and in each year.

And whereas, before the execution of the said Mortgage, the said did require the said and the said did then agree to become personally bound for the due payment of the said interest:

Now the condition of this obligation is such, that if the said his heirs, executors or administrators, should from time to time and at all times hereafter, during the continuance of the said mortgage, well and truly pay all interest moneys by the said mortgage secured at the days and times and in manner by the said mortgage appointed for payment thereof, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, &c.

DISCHARGE OF MORTGAGE.

(Statutory.)

PROVINCE OF ONTARIO, To wit: } DOMINION OF CANADA,

To THE REGISTRAR of the do certify that ha satisfied all money due on or to grow due on a certain mortgage made by which mortgage bears date the day of A.D. 18 and was registered in the registry office for the on the day of A.D. 18 at minutes past o'clock noon, in Liber for as No. and that such mortgage has been assigned [*Here state whether mortgage assigned or not.*] And that I am the person entitled by law to receive the money; And that such mortgage is therefore discharged.

Witness my hand this day of A.D. 18 .

Witness:

ONTARIO:
County of
To wit: } I,
of the of
in the county of
make oath and say:

1. That I was personally present and did see the within certificate of discharge of mortgage duly signed and executed by the part thereto.

2. That the said certificate of discharge of mortgage was executed at

3. That I know the said

4. That I am a subscribing witness to the said certificate of discharge of mortgage.

Sworn before me at
in the county of
this day of
A.D. 18

A Commissioner for taking Affidavits, &c.

DISCHARGE OF PART OF MORTGAGED PREMISES.

(Statutory.)

PROVINCE OF ONTARIO,
To wit: DOMINION OF CANADA.

To the Registrar of the I, do certify that ha satisfied the sum of dollars, part of the moneys mentioned in a certain mortgage made by which mortgage bears date the day of A.D. 18 and was registered in the registry office for the on the day of A.D. 18 , at minutes past o'clock in the noon, in Liber for as No. and that such mortgage and that the person entitled by law to receive the money, and that such part of the lands as is herein more particularly described, that is to say: is therefore discharged.

Witness hand this day of A.D. 18
Witness:

(Same Affidavit of Execution as on last Instrument.)

RELEASE PART OF MORTGAGED PREMISES.

(By deed.)

THIS INDENTURE, made (in duplicate) the day of A.D. 18 ,

BETWEEN

WHEREAS by a certain mortgage, dated on the day of one thousand eight hundred and and made between for the consideration therein mentioned, the lands and premises hereinafter released were, together with other lands and premises, conveyed unto for securing the sum of and interest as therein mentioned:

AND WHEREAS the said part hereto of the first part ha agreed to release such part of the premises hereinafter described from the said mortgage security:

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said part hereto of the part, to the said part hereto of the first part (the receipt whereof do hereby acknowledge,) the said part hereto of the first part do by these presents grant, reconvey and release, unto the said part hereto of the part, heirs, executors, administrators and assigns, all and singular th certain parcel or tract of land and premises situate, lying and being

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said part hereto of the part heirs and assigns, to and for their sole and only use for ever: Freed and absolutely acquitted, exonerated and discharged of and from the said Indenture of mortgage, and the principal money and interest thereby secured, and every proviso, covenant, matter and thing therein contained.

And the said part hereto of the first part, do hereby, for heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part hereto of the part, heirs and assigns, that the said part hereto of the first part, heirs, executors, administrators and assigns, shall not nor will at any time hereafter proceed against the portions of the said lands hereby released by legal or equitable process, or otherwise nor look to the same, or any part thereof, for payment of the said principal moneys or interest, or any part thereof, nor disturb, molest or put to charge or damage. the part hereto of the part, heirs or assigns, or the present or future owners or occupiers of such hereby released portions of the said premises, for, or by reason, or on account of the said Indenture of mortgage, or anything therein contained

And that ha not done, permitted or executed any act, deed, matter or thing whereby the said hereditaments hereinbefore released have been or may be in any manner charged, affected or incumbered in title, estate or otherwise howsoever.

Provided always that nothing herein contained shall affect the said before in part recited mortgage, or its legal validity, so far as regards the unreleased portion of the said lands and premises, or any part thereof.

In witness, &c.

Signed, sealed, &c.

Received on the day of the date hereof

(Usual Affidavit of Execution.)

NOTARIAL CERTIFICATE OF TRUE COPY.

PROVINCE OF ONTARIO, To wit: } To all to whom these presents may come, be seen or known. I a notary public by royal authority duly appointed residing at do certify and attest that the paper writing hereto annexed is a true copy of a document produced to me by and purporting to be made by dated the the said copy having been compared by me with the said original. An act whereof being requested I have granted the same under my Notarial form and seal of office to serve and avail as occasion shall or may require.

NOTARIAL CERTIFICATES, &c.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Mayor of the City of in the of do hereby certify, that on the day of the date hereof, personally came and appeared before me the deponent named in the affidavit hereunto annexed, being a person well-known and worthy of credit, and by solemn oath, which he then took before me, in due form of law, did solemnly and sincerely depose to be true the several matters and things mentioned and contained in the said affidavit.

In faith and testimony whereof, I, the said Mayor, have hereunto signed my name, and caused the corporate seal of the said city of to be put and affixed.

Dated at aforesaid, the day of A.D. 18 .

(Signed)

Mayor of the said City of

To wit: } On this day of A.D. 18 , came and appeared before me of within named who being duly sworn, maketh oath and saith as follows:—

1. I was personally present and saw of within mentioned, duly execute, sign, seal and deliver the within paper writing or as his act and deed.

2. I am a subscribing witness to the due execution of the said paper writing, or by the said.

3. The name " " set and subscribed thereto as a witness attesting such execution, is of the proper handwriting of me, this deponent.

Sworn before me at in the City of this day of A.D. 18 .

Mayor of the said City of

To all to whom these Presents shall come:

I, of the of in the county of and Province of Ontario, Notary Public, by Royal authority duly appointed, do hereby certify that I was personally present on the day of A.D. 18 , at the of aforesaid, and did see the person named in the paper writing, or hereunto annexed, duly execute, sign, seal and deliver the same as his act and deed for the purposes therein mentioned. And that the name thereto set and subscribed as the party executing the same is of the proper handwriting of the said the grantor therein named. And that the names and thereto subscribed as the witnesses thereto, are of the respective proper handwriting of of and of me, this deponent. And that the said is personally known to me.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office at my Chambers in the of aforesaid, this day of A.D. 18 .

Notary Public.

I, of in the county of and Province of Ontario, a Notary Public by Royal authority, duly commissioned, do hereby certify that on this day of A.D. 18 , personally came and appeared of the said city of the deponent named in the foregoing affidavit, and did then and there before the Mayor and Chief Magistrate of the said state and depose to be true, the several matters and things mentioned and contained in the said affidavit, and I do hereby further certify that I am one of the witnesses to the execution of the foregoing by the said and that the same was executed as it purports to have been.

In testimony whereof, I have hereunto set my hand and seal of office this day of A.D. 18 .

NOTICE OF SALE UNDER MORTGAGE.

(42 Vic., Chapter 20, Ontario.)

To

In the matter of the sale of lot under "an Act to give to mortgagees certain powers now commonly inserted in mortgages."

I, hereby require you on or before the day of 18 , to pay off the principal money and interest secured by a certain Indenture of mortgage dated the day of 18 , and expressed to be made between on all th which said mortgage was registered in the registry office for the on the day of 18 , under the number , and has since become the property of the undersigned.

And I hereby give you notice that the amount due on the said mortgage for principal, interest and costs respectively is as follows:

And unless the said principal money and interest and costs are paid on or before the said day of 18 , I shall sell the said property comprised in the said Indenture (and above described) under the authority of the Act entitled "an Act to give to mortgagees certain powers now commonly inserted in mortgages," at

Dated at the day of 18 .
Witness:

AFFIDAVIT OF SERVICE OF NOTICE OF SALE.

County of } In the matter of the sale of lot
To WIT: }

I, of in the county of make oath and say:

1. That I did on the day of one thousand eight hundred and at in the county of personally serve with a copy of the within notice of sale by delivering such copy to, and leaving the same

2. That the within notice of sale is a true copy of the original notice so served by me as aforesaid.

Sworn before me at the
of in the
county of this
day of 18

A Commissioner for taking Affidavits in B. R., &c.

NOTICE OF PROTEST

day of 18 .

To

Take notice, that a dated on the day of 18 for the sum of $ by payable after the date thereof, at the and endorsed by was this day presented by me for at the said and that thereof was refused: And that the holder of the said look to you for payment thereof; And also take notice that the same was this day protested by me for non-

Your obedient servant,

Notary Public.

NOTICE TO QUIT (BY LANDLORD).

To OR WHOM ELSE IT MAY CONCERN:

I hereby give you notice to quit and deliver up, on or before the day of 18 the peaceable and quiet possession of the premises you now hold of me, with the appurtenances, situate in the of in the Province of Ontario.

Dated this day of A.D. 18

Yours, &c.

Witness:

NOTICE TO QUIT BY TENANT.

To Esq.

I HEREBY GIVE YOU NOTICE that it is my intention to quit and deliver up to you, on or before the day of 18 , the peaceable and quiet possession of the premises now held by me, with the appurtenances, situate at in the township of in the county of in the Province of

Dated this day of A.D. 18 .

Yours, &c.

Witness:

NOTICE CLAIMING DOUBLE RENT FOR HOLDING OVER.

To C. D.

I GIVE YOU NOTICE that if you do not deliver up possession of the house and premises situate No. , in street, in the of on the day of according to my notice to quit, dated the day of I shall claim from you double the yearly value of the premises for so long as you shall keep possession of them after the expiration of the said notice, according to the Statute in that case provided.

Dated the day of A.D. 18 .

Witness:

NOTICE TO INCUMBRANCERS.

To

You and each and every one of you are hereby required

J Parker Thomas

to take notice that and upwards is in arrear to on a certain Indenture of Mortgage made by to the said bearing date the day of A.D. 18 , to secure the sum of $ and by which said Indenture of Mortgage the following lands, tenements, hereditaments and premises are conveyed to the said Mortgagee , that is to say :

And as payment thereof has not been made according to the tenor and effect of the proviso for payment therein contained, you and each one of you are required to take notice that the said demand payment of the arrears upon such Mortgage, and that unless payment of the said arrears be made forthwith, will proceed to sell the lands and tenements in the said Indenture of Mortgage contained; and that the same will be offered for sale by Public Auction, at in the of on the day of A.D. 18 , at o'clock noon, and that when sold the land and premises will be conveyed unto the purchaser or purchasers thereof. And also take notice, that in case the said lands and premises be not then sold, the said will proceed, with or without any consent or concurrence on your part, and without any further notice to you, to enter into possession of the said premises, and to receive and take the rents and profits thereof; and whether in or out of possession of the same, to make any lease or leases of the same, as the said shall see fit, and to sell and absolutely dispose of the said lands and premises, either by auction or private sale, or partly by auction and partly by private sale, as the said may deem proper, and either for cash or upon such terms of credit as they may think proper, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, as he or they shall direct or appoint.

Dated at this day of 18 .

Yours, &c.,

Solicitor for the Mortgagee.

DEEDS OF PARTNERSHIP.

AGREEMENT CONSTITUTING A PARTNERSHIP AT WILL.

We hereby agree to become partners as

Dated the day of A.D. 18 .

Witness:

A FULLER FORM WHERE ONE IS IN BUSINESS ALREADY.

An Agreement made this day of A.D. 18 ,

Between A. B. of , and C. D. of .

1. The said parties agree to become partners as from the date hereof.

2. The business is to be carried on at the house of the said A. B. where the books and other documents relating to the partnership shall be kept, but accessible at all times to the said C. D.

3. The partnership property shall consist of the stock in trade and implements of the said A. B. and of $, lodged in the bank by the said C. D. in the joint names of the partners.

4. Each partner may draw out weekly a sum not exceeding , on account of his share of the profits.

5. The profits of the business are to be divided on the

of , and the of , between the partners in the following proportion, namely, three-fifths to the said A. B., and two-fifths to the said C. D. and the payments and liabilities are to be borne by them in the like proportions.

In witness, &c.

Signed, sealed, &c.

DEED OF PARTNERSHIP.

An Agreement made this day of A.D. 18 ,

Between A. B. of , and C. D. of .

1. The said parties agree to enter into partnership as , under the firm of for years, from the date hereof, or until the partnership is determined by either party giving to the other a three months' notice in writing, ending with a current year of the partnership.

2. The partnership business is to be carried on in convenient premises to be taken for the purpose in the of .

3. The partnership capital is to consist of the sum of to be contributed equally by the partners, and lodged on or before the day of , to their joint account at the bank of , and of the property, credits, and stock in trade of the firm for the time being.

4. Each partner may draw a week on account of his profits, but if, at the periodical taking of accounts hereinafter mentioned, either partner has drawn out during the past year a sum exceeding the profits to which he

shall be entitled, he shall repay the surplus to the partnership.

5. Neither partner shall sign any promissory note or bill other than a draft on a banker, in the name of the firm in the common course of business; nor shall give credit after warning from his co-partner; nor shall, without his written consent, borrow money, or compound debts, or become surety or bail, or enter into any contract for more than , or engage a servant to the firm, or take an apprentice, or engage in any other business.

6. Any engagement or liability entered into by either partner in contravention of the above clause is to be at his exclusive risk, and the firm is to be indemnified out of his separate property.

7. Accounts shall be kept in books of all partnership transactions, and such books, together with all other documents connected with partnership business, shall be kept at the principal place of business, and accessible to each partner.

8. On the first day of every year an account shall be taken of the partnership property, stock, credits and liabilities, and the sum found to be due to each partner shall be carried to his separate account.

9. On the taking of such accounts, they shall be entered, together with the valuation of the stock, in the partnership books, and each partner shall have a copy or abstract signed by both partners, and shall be bound thereby, unless within a year some manifest error be found therein, in which case it shall be rectified.

10. On the expiration or other determination of the

said partnership, a full written account shall be taken of all the partnership property, stock, credits and liabilities, and a written valuation shall be made of all that is capable of valuation, and such account and valuation shall be settled, and provision shall be made for the payment of the liabilities of the partnership, and the balance of such property, stock, and credits shall be divided equally between the partners, and each shall execute to the other proper releases and proper instruments for vesting in the other, and enabling him to get in such property, stock and credits.

11. If either partner shall die before the first day of January next, his executors and administrators shall be entitled to the share of the capital brought in by him, together with   per cent. interest in lieu of profits.

12. If either partner shall die after the said day, and during the continuance of the partnership, his executors and administrators shall be entitled to the value of the share of the partnership property, stock and credits, to which the deceased partner would have been entitled on the first day of January last preceding his death, together with   per cent. interest from that day in lieu of profits, and the surviving partner shall secure such sum by a bond in double the amount conditioned for the payment of such sum in twelve months by four quarterly instalments.

13. The surviving partner, his executors and administrators, shall execute a proper instrument indemnifying the executors and administrators of the deceased partner and his estate from all the liabilities of the partnership; and the executors or administrators of the deceased

partner shall release and assign to the surviving partner, his executors and administrators, all their interest in the property, stock and credits of the partnership, and shall empower him or them to get in and recover the same.

14. If either partner shall be guilty of a breach or non-observance of the fifth and seventh clauses above contained, the other, within three calendar months after such event shall have become known to him, may dissolve the partnership by notice in writing, declaring the same to be dissolved from the date of such notice, and the partnership shall thereupon cease and determine, and the partner to whom such notice shall be given shall be considered as quitting the business for the benefit of the partner giving such notice.

15. If, at any time during the subsistence of the partnership, or after its determination, any dispute shall arise between the partners, or between either of them, and the executors or administrators of the other, or between their respective executors or administrators, concerning any matter relating to the partnership, the same shall be referred to the award of such person as shall be appointed for that purpose by the parties within thirty days after such dispute shall arise, and in the event of no such appointment being made, then to a barrister-at-law to be appointed by and such reference may be made a rule of Court.

In witness whereof, &c.

Signed, sealed, &c.

DEED OF PARTNERSHIP.

(Another form.)

ARTICLES OF AGREEMENT, made the day of A.D. 18 , BETWEEN

WHEREAS the said parties hereto respectively are desirous of entering into a Co-partnership, in the business of at for the term and subject to the stipulations hereinafter expressed.

NOW, THEREFORE, THESE PRESENTS WITNESS, that each of them, the said parties hereto respectively, for himself, his heirs, executors and administrators, hereby covenants with the other of them, his executors and administrators, in manner following, that is to say:

First,—That the said parties hereto respectively shall henceforth be and continue partners together in the said business of for the full term of to be computed from the day of one thousand eight hundred and if the said partners shall so long live, subject to the provisions hereinafter contained for determining the said partnership.

Second,—That the said business shall be carried on under the firm of

Third,—That the said partners shall be entitled to the profits of the said business in the proportions following, that is to say:

And that all losses in the said business shall be borne by them in the same proportions (unless the same shall be occasioned by the wilful neglect or default of either of the said partners, in which case the same shall be made good by the partner through whose neglect the same shall arise).

Fourth,—That the said partners shall each be at liberty, from time to time during the said Partnership, to draw out of the said business, weekly, any sum or sums not exceeding for each the sum of   per annum, such sums to be duly charged to each of them respectively, and no greater amount to be drawn by either of the said partners except by mutual consent.

Fifth,—That all rent, taxes, salaries, wages and other outgoings and expenses incurred in respect of the said business, shall be paid and borne out of the profits of the said business.

Sixth,—That the said partners shall keep, or cause to be kept, proper and correct books of account of all the partnership moneys received and paid, and all business transacted on partnership account, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business, which said books shall be open to the inspection of both partners, or their legal representatives. A general balance or statement of the said accounts, stock in trade and business, and of accounts between the said partners, shall be made and taken on the   day of   in each year of the said term, and oftener if required.

Seventh,—That the said partners shall be true and just to each other in all matters of the said co-partnership, and shall at all times, during the continuance thereof, diligently and faithfully employ themselves respectively in the conduct and concerns of the said business, and devote their whole time exclusively thereto, and either of them shall not transact or be engaged in any other business or trade whatsoever: And the said partners, or either of them, during the continuance of the said co-partnership, shall not, either in the name of the said partnership, or individually in their own names, draw or accept any bill or bills, promissory note or notes, or become bail or surety for any person or persons, or knowingly or wilfully do commit or permit any act, matter or thing by which, or by means of which, the said partnership moneys or effects shall be seized, attached or taken in execution; and in case either partner shall fail or make default in the performance of any of the agreements or articles of the said partnership, in so far as the same is or are to be observed by him, then the other partner shall represent in writing to such partner offending, in what he may be so in default; and in case the same shall not be rectified by a time to be specified for that purpose by the partner so representing, the said partnership shall thereupon at once, or at any other time to be so specified as aforesaid by the partner offended against, be dissolved and determined accordingly.

Eighth,—That in case either of the said partners shall die before the expiration of the term of the said co-partnership, then the surviving partner shall, within six calendar months after such decease, settle and adjust with the representative or representatives of such deceased partner all accounts, matters and things relating to the said co-partnership, and that the said survivor shall continue to carry on henceforth, for his sole benefit the co-partnership business.

In witness whereof, &c.

Signed, sealed, &c.

except for said partnership business

AGREEMENT FOR LOAN TO PARTNERSHIP.

This Agreement, made the day of A.D. 18 .
Between of and of

1. The said lends the sum of to the said to be employed in his business of

2. The said agrees to pay the said his executors or administrators, on or before every Midsummer and Christmas day, during the continuance of this loan, by way of interest for the said sum, one-third of the profits of the said business accruing during the half year then last past, and in any event not less than

3. The said is not to discharge the said loan, except on the consent of the his executors or administrators, and the said his executors or administrators, may at any time call in the principal on days' notice in writing, and the principal shall *ipso facto* become due if the interest or profits are ten days in arrear.

4. The said for himself, his executors and administrators, covenants with the said his executors and administrators, that he the said during the continuance of the said loan, will faithfully render to the said his executors or administrators, on the occasion of each payment, a full and true account of the outgoings and incomings of his said business during the period for which such payment shall extend; And will permit the said his executors or administrators, at all times, at the place of business of the said to inspect and take copies of the books of account, order-books, bankers' pass-books, cheque-books, invoices, and all agreements and contracts, and other books and writ-

ings whatsoever, connected with the said business of the said ; And the said further covenants, as aforesaid, that none of the said books or other writings shall be removed from the said place of business at any time during the continuance of this loan.

5. And the said covenants, as aforesaid, that he, his heirs, executors or administrators, at the expiration of the said term, will pay to the said his executors or administrators, the said sum of with interest for the same, after the rate aforesaid.

In witness, &c.

Signed, sealed, &c.

CERTIFICATE OF PARTNERSHIP FOR REGISTRATION (ONTARIO).

SCHEDULE.

PROVINCE OF ONTARIO,
County of
To WIT:

the undersigned of the of in the County of and hereby certify, that have carried on and intend to carry on trade and business as at in partnership with under the firm of

And that the said partnership hath subsisted since the day of one thousand eight hundred and and that the said are and have been since the said day the only members of the said partnership.

Witness hand at this day of one thousand eight hundred and

Witness:

DEED OF DISSOLUTION OF PARTNERSHIP.

THIS INDENTURE, made the day of A.D. 18 ,
BETWEEN A. B., of and C. D., of

WHEREAS it has been agreed to dissolve the partnership heretofore carried on by the said parties hereto, under articles dated the day of . Now this Indenture witnesseth as follows:

1. In consideration of one moiety of the profits of such business up to the day of last, having been received by the said A. B., and of secured to him by a bond bearing even date herewith of the said C. D., being the value of the share of the said A. B. in the property, stock and credits of the partnership, and also in consideration of an indemnity against the partnership liabilities, by a bond, bearing even date herewith, of the said C. D., indemnifying the said A. B. against the partnership liabilities, the said A. B. assigns and releases all his interest in the property, lease, stock, credits and business of the partnership to the said C. D., his executors, administrators and assigns, with power in the name of the said A. B., his executors and administrators, to recover and give receipts for the same premises.

2. The said C. D., for himself, his heirs, executors and administrators, covenants with the said A. B., that the said C. D., his heirs, executors and administrators, will discharge and keep indemnified the said A. B., his heirs, executors and administrators, against all the liabilities of sd partnership ~~specified in the schedule hereto,~~ but so that this covenant shall not be enforced so long as the said A. B., his heirs, executors and administrators, are kept so indemnified as aforesaid. but nevertheless all debts and liabilities of sd partnership to be discharged within months from the date hereof

3. Each of the parties hereto releases the other of them, his heirs, executors and administrators, from all claims in respect of the said partnership, and the articles constituting the same, preserving, nevertheless, in full force and effect the said bond of the said C. D.

In witness, &c.

Signed, sealed, &c.

DISSOLUTION OF PARTNERSHIP.

(Another form.)

We, the undersigned, do hereby mutually agree that the partnership heretofore subsisting between us as under the within articles of co-partnership, be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof; and upon such settlement wholly to cease and determine.

In witness whereof, we have hereunto set our hands and seals, this day of A.D. 18 .

Signed, sealed, &c.

STATUTORY DISSOLUTION OF PARTNERSHIP (ONTARIO).

Province of Ontario, }
County of } I,

formerly a member of the firm carrying on business as at in the County of under the style of do hereby certify that the said partnership was on the day of dissolved.

Witness my hand at the day of in the year of our Lord one thousand eight hundred and

NOTICE OF DISSOLUTION.

NOTICE is hereby given that the partnership heretofore subsisting between us, the undersigned, as in the of has been this day dissolved by mutual consent. All debts owing to the said partnership are to be paid to at aforesaid, and all claims against the said partnership are to be presented to the said by whom the same will be settled.

Dated at this day of A. D. 18 .

Witness :

NOTICE DISSOLVING A PARTNERSHIP IMMEDIATELY.

To [*Date.*]

Sir,—I hereby dissolve the partnership between us from this day.

NOTICE OF DISSOLUTION UNDER A POWER IN THE DEED.

To [*Date.*]

Sir,—I give you notice that I shall put an end to the partnership between us on the day of next, at which time I shall be ready to indemnify you, and shall expect you to indemnify me according to the articles.

Yours, &c.

BOND SECURING TO OUT-GOING PARTNER THE PAYMENT FOR HIS SHARE.

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of my heirs, executors and administrators, am firmly bound to A. B., of his executors, administrators and assigns, for the payment to him or them of the penal sum of currency.

Dated this day of A.D. 18 .

The above-written obligation is conditioned to be void if the above-bounden C. D., his heirs, executors or administrators, shall pay to the said A. B., his executors, administrators or assigns, the sum of on the day of and the sum of on the day of A.D. 18 .

Signed, sealed, &c.

BOND INDEMNIFYING OUT-GOING PARTNER AGAINST PARTNERSHIP LIABILITIES.

KNOW ALL MEN BY THESE PRESENTS, that I, C.D., of my heirs, executors and administrators, am firmly bound unto A. B., of his executors, administrators and assigns, for the payment to him or them of the penal sum of currency.

Dated the day of A. D. 18 .

The above-written Obligation is conditioned to be void if the said C. D., his heirs, executors or administrators shall keep the said A. B., his executors and administrators, indemnified from all debts and liabilities of the said A.B. and C. D., which, up to the date of the said obligation, shall have arisen out of the partnership between the said A. B. and C. D., in the business of heretofore carried on by them.

Signed, sealed, &c.

PARTY WALL: AGREEMENT RESPECTING A.

THIS AGREEMENT, made this day of A.D. 18 ,

BETWEEN D. L. of the City of Toronto, merchant, of the first part, and P. S. of the said city, merchant, of the second part.

WHEREAS the said D. L. is the owner in fee of the lot and store known as number 90 in street, in the City of Toronto, and the said P. S. the owner in fee of the lot known as number 92 in street, aforesaid, immediately adjoining to, and on the southerly side of said lot and store number 90, on which lot of the said P. S. he is about to erect a brick store.

AND WHEREAS it has been agreed by and between the said parties, that the said P. S., in erecting his said store, shall make use of the gable end wall of the said store of the said D. L. immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions and considerations hereinafter mentioned, the said gable end wall, of the said D. L. so to be used as a party wall, standing and being entirely on the said lot of the said D. L.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that the said D. L., for and in consideration of the sum of dollars to him in hand paid by the said P. S., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said P. S., his heirs, executors, administrators and assigns, for ever; That he, the said P. S., his heirs and assigns, shall and may in erecting and building the said store upon the said lot of the said P. S., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation, or hindrance of or from the said D. L., his heirs, or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof, as he the said P. S. his heirs or assigns, may choose as a party wall.

And further, that should the said wall, hereby made a a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their respective heirs and assigns for ever, mutually covenant and agree to and with each other and their respective heirs and assigns for ever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S. his heirs and assigns, in erecting and building the said store, which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs or assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting or building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever ; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement : and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be ; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land : but that this agreement shall not have the effect or operation of conveying to the said P. S., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

In witness, &c.

Signed, sealed, &c.

PATENT RIGHTS.

PETITION.

To the Commissioner of Patents, Ottawa:

The petition of , of the of , in the Province of Ontario, sheweth,

That he hath invented new and useful improvements on ,.not known or used by others before his invention thereof, and not being in public use or on sale for more than one year previous to his application in Canada, with his consent or allowance as such Inventor, the title or name whereof is

Your petitioner therefore prays that a patent may be granted to him for the said invention, and, for the purposes of the Patent Act of 18 your petitioner elects his domicile in the City of Ottawa, Province of Ontario.

Toronto, 1st September, 18 .

SURRENDER TO BE WRITTEN ON THE ORIGINAL PAPER.

To all to whom these Presents shall come:

, of the of , in the Province of Ontario, , within named, sends greeting:

Whereas the within written patent for an improvement on is deemed defective or inoperative by reason of insufficient description or specification, and the error arose from inadvertance, accident or mistake, without any fraudulent or deceptive intention, and the Commissioner of Patents accordingly, in pursuance of the statute in such respect hath agreed to accept a surrender of the same.

Now know ye that the said within named, doth by these presents surrender and yield up the within written patent, granted to him for improvements on , and bearing date the day of 18 .

In witness whereof the said hath set his hand and affixed his seal this day of A.D. 18 .

SPECIFICATION.

To all whom it may concern :

Be it known that I, of have invented a new and useful [*stating the use and title of the and if the application is for an improvement, it should read thus :* "a new and useful improvement on a (*or*, on the) &c."]; and I do hereby declare that the following is a full, clear and exact description of the construction and operation of the same ; reference being had to the annexed drawings, making a part of this specification, in which figure 1 is, &c. [*describing* all the sections of the drawings, and referring to the parts by letters. Then should follow the *description of the construction and operation of the machine, &c., and the principle upon which it is formed, and the several modes in which the inventor has contemplated the application of that principle or character by which it may be dis-*

tinguished from other inventions; and, lastly, the *claim*, which should express the nature and character of the invention, and identify the parts claimed separately or in combination. If the specification is for an *improvement*, the original invention thereof should be disclaimed, and the claim confined to the improvement.]

Witness my hand, this day of A. D. 18 .

ASSIGNMENT OF LETTERS PATENT.

THIS INDENTURE, made (in duplicate) the day of A. D. 18 .

BETWEEN of the first part; and of the second part.

WHEREAS the said part of the first part ha obtained letters patent of the Dominion of Canada for the exclusive right and liberty to make, construct, use, and sell to others which said letters patent bear date the day of one thousand eight hundred and

And whereas the said part of the second part ha agreed to purchase from the said part of the first part the right to manufacture, use, and sell the said in and for the limits hereinafter described, that is to say: and in no other place or places

NOW THIS INDENTURE WITNESSETH, that the said part of the first part for and in consideration of the said agreement; and of the sum of paid by the said part of the second part to the said part of the first part, the receipt whereof is hereby acknowledged, doth hereby grant, assign, sell, transfer and set over unto the said part of the second part executors, administrators, or assigns all that the full and exclusive right to so secured by the said letters patent, as aforesaid, in and within and in no other place or places for the term of in entirety from the day of as fully and entirely in all respects within the limits aforesaid, as the same would have been held, used, and enjoyed by the said part of the first part, had this grant, assignment and sale not been made.

And the said part of the second part hereby covenant with the said part of the first part that will not import or cause to be imported into Canada the said invention after the expiration of one year from the granting of the said patent and that shall and will before the expiration of years from the date of the said patent commence and continuously carry on in Canada the construction or manufacture of the said invention or discovery so patented as aforesaid in default whereof the said part of the second part shall forfeit and pay to the said part of the first part the sum of of lawful money of Canada, and also that the said part of the second part shall and will comply with all the present or future provisions and requirements of any act or acts of the Parliaments of Canada or Ontario regulating the Law of Patents in the Province of Ontario.

In witness whereof, &c.

Signed, sealed, &c.

ASSIGNMENT OF LETTERS PATENT.

(Another form.)

To all to whom these Presents shall come :

of, &c., sends greeting :

WHEREAS the said has invented a certain and has applied for and obtained letters patent under the great seal of granting to him and to his assigns the exclusive right to make and vend the same, which letters patent are dated on the day of A.D. 18 .

And whereas of, &c., has agreed to purchase from the said all the right, title and interest which he the said now hath in the said invention under the said letters patent, for the price or sum of

Now these presents witness, that for and in consideration of the said sum of by the said paid to the said at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said hath assigned and transferred, and by these presents doth assign and transfer unto the said his executors, administrators and assigns, the full and exclusive right to the invention made by him, and secured to him by the said letters patent, together with the said letters patent, and all his interest therein or right thereto.

In witness whereof the said hath hereunto set his hand and seal, this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY (BANK).

KNOW ALL MEN BY THESE PRESENTS THAT do by these presents make, ordain, depute, constitute and appoint and in place and stead put to be true and lawful attorney for and in name to transact and manage all business with ; to draw, accept, transfer and endorse all bills of exchange, drafts and promissory notes; to pay and receive all moneys; to give acquittances for the same; to draw and sign all orders and drafts for payment of money on the said bank, or on their President, Manager, or other authorized officer or agent; to settle, balance and arrange all books and accounts: and generally to do every act, matter and thing which the nature of business with the said bank shall or may require as amply and effectually to all intents and purposes as the said constituent could do or have done in own proper person, (save and except that nothing herein contained shall extend or be construed to extend to authorize the said attorney to accept any transfer of stock of or in the said bank; nor to receive or give receipts for dividends that are now or that shall hereafter become due and payable for the same; nor to sell, assign or transfer all or any part of stock of or in the said bank; nor to vote at any meeting of the stockholders of the said bank) hereby ratifying and confirming and promising to ratify and confirm all and whatsoever said attorney shall lawfully do or cause to be done in and about the premises aforesaid by virtue hereof this Letter of Attorney shall be and remain in full force and effect until due notice in writing of its revocation shall have been given to the said

In witness whereof have hereunto set hand and seal this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY (BLANK).

KNOW ALL MEN BY THESE PRESENTS, that do hereby make, nominate, constitute and appoint true and lawful attorney for and in name, place and stead, and for sole use and benefit to [*Here insert the particular objects for which the power is given*] and for all and every of the purposes aforesaid do hereby give and grant unto said attorney, full and absolute power and authority to do and execute all acts, deeds, matters, and things necessary to be done in and about the premises, and also to commence, institute and prosecute all actions suits and other proceedings which may be necessary or expedient in and about the premises as fully and effectually to all intents and purposes as could do if personally present and acting therein, and also with full power and authority for said attorney to appoint a substitute or substitutes, and such substitution at pleasure to revoke hereby ratifying and confirming, and agreeing to ratify, confirm and allow all and whatsoever said attorney or such substitute or substitutes shall lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof have hereunto set hand and seal this day of A.D. 18 .

Signed, sealed, &c.

NOTARIAL CERTIFICATE TO FOREGOING.

CANADA.
Province of
To Wit: } I, a Notary Public,

duly commissioned in and for said Province, residing do hereby certify and attest that the within Power of Attorney was duly signed, sealed and executed by the constituent therein named in my presence and in presence of the other witness thereto subscribed; that the signatures thereto subscribed of as constituent and of as witnesses, are the true and respective signatures of the said constituent and witnesses, and that said Power of Attorney was so executed at in Canada (where stamped paper is not used or required by law), on the date thereof.

Act whereof being requested, I have granted these presents in Notarial form to serve and avail as occasion shall or may require.

In testimony whereof I have hereto set my hand and affixed my Notarial seal at this day of A.D. 18 .

POWER OF ATTORNEY (GENERAL FORM).

KNOW ALL MEN BY THESE PRESENTS, that for divers good causes and considerations, thereunto moving, ha nominated, constituted and appointed, and by these presents do nominate, constitute and appoint true and lawful attorney, for and in name and on behalf and for sole and exclusive use and benefit to demand, recover and receive from all and every or any person or persons whomsoever all and every sum and sums of money, goods, chattels, effects and things whatsoever which now are or is, or which shall or may hereafter appear to be due, owing, payable or belonging to whether for rent or arrears of rent or otherwise in respect of estate, or for the principal money and interest now or hereafter to become payable to upon or in respect of any Mortgage or other security, or for the interest or dividends to accrue or become payable to for or in respect of any shares, stock or interest which may now or hereafter hold in any joint stock or incorporated company or companies, or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to upon any bond, note, bill or bills of exchange, balance of account current, consignment, contract, decree, judgment, order or execution, or upon any other account.

Also to examine, state, settle, liquidate and adjust all or any account or accounts depending between and any person or persons whomsoever. And to sign, draw, make or endorse name to any cheque or cheques or orders for the payment of money, bill or bills of exchange, or note or notes of hand, in which shall be interested or concerned, which shall be requisite. And also in name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may be to credit or which or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw for from time to time as could do. And upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to for and in name and as act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, memorials, or other good and effectual discharges, as may be requisite.

Also in case of neglect, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises him, them or any of them thereunto to compel, and for that purpose for in name to make such claims and demands, arrests, seizures, levies, attachments, distraints, and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as said attorney or attorneys shall think fit; also to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue plead, answer, defend and reply in all matters and causes concerning the premises; and also to exercise and execute all powers of sale or foreclosure, and all other power and authorities vested in by any mortgage or mortgages belonging to as mortgagee.

And also, in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as said attorney or attorneys shall see fit: and to compound, compromise and to accept part in satisfaction for the payment of the whole of any debt or sum of money payable to or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to said attorney or attorneys shall appear most expedient.

And also, for and in name, or otherwise on behalf, to take possession of and to let, set, manage and improve real estate, lands, messuages and hereditaments whatsoever, and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as might do.

And also, as and when said attorney or attorneys shall think fit to sell and absolutely dispose of said real estates, lands and hereditaments, and also such shares, stocks, bonds, mortgages and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to said attorney or attorneys shall seem reasonable or expedient; and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, either comprehending the purchased property or not, as said attorney or attorneys shall think safe and proper.

And further, for and in name as act and deed to execute and do all such assurances, deeds covenants and things as shall be required, and said attorney and attorneys shall see fit, for all or any of the purposes aforesaid; and to sign and give receipts and discharges for all or any of the sum or sums of money which shall come to his or their hands by virtue of the powers herein contained, and which receipts, whether given in name or that of said attorney or attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

And also, for and in name, or otherwise, and on behalf, to enter into any agreement or arrangement with every or any person to whom or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; and generally to act in relation to estate and effects, real and personal, as fully and effectually, in all respects, as could do if personally present.

And hereby grant full power to said attorney to substitute and appoint one or more attorney or attorneys under him, with the same or more limited powers, and such substitute and substitutes at pleasure to remove, and others to appoint, the said hereby agreeing and covenanting for heirs, executors and administrators to allow, ratify and confirm whatsoever said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of decease or of the revocation of these presents, and the time of such decease or revocation becoming known to said attorney or attorneys, or such substitute or substitutes.

As witness hand and seal this day of A.D. 18 .

Signed, sealed, &c

POWER OF ATTORNEY TO RECEIVE DEBTS.

Know all men by these Presents that being about to leave this Province for distant parts, for divers good causes and considerations thereunto specially moving, have made, ordained, nominated, constituted, and appointed, and by these presents do make, ordain, nominate, constitute, and appoint true and lawful attorney for and in name, place, and stead, but for sole and exclusive use and benefit, to ask, demand, sue for, recover and receive, all sum or sums of money, debts, and demands whatsoever, which now is, or are, or at any time hereafter during the continuance of these presents shall be due or owing to me by any person or persons, or on any account or accounts whatsoever within the Province aforesaid, and also to compound any such debt or debts, or sum or sums of money, or any other claim or demand whatsoever which I now, or at any time hereafter during the continuance of these presents, shall or may have, or be entitled to within the said Province, and make and receive all and every such composition or compositions, and upon the receipt thereof, or for any other purposes within these presents, for me, and in my name, to give, seal, and execute all and every such receipts, acquittances, releases, and discharges as my said attorney shall see fit in that behalf, and to endorse and sign my name to all drafts, bills, notes or cheques made payable to my order.

And for the purposes aforesaid do hereby give and grant unto said attorney full and absolute power and authority to do, perform, and execute all and every acts, deeds, matters, and things ; and also to commence, institute, and prosecute all actions, suits, and other proceedings, which may be requisite and necessary or expedient to be done, commenced, instituted, or prosecuted in and about the premises, as fully and effectually to all intents and purposes as could do if personally present and acting in the premises, with power to appoint a substitute or substitutes, for all or any of the purposes aforesaid, and such substitution at pleasure to revoke the said hereby ratifying and confirming and agreeing to ratify and confirm all and whatsoever said attorney or such substitute or substitutes shall lawfully do, or cause to be done, in or about the premises by virtue hereof.

In witness whereof have hereunto set hand and seal ,this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY.

(To receive Legacy.)

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, of, &c., and my wife (late) one of the daughters and legatees, named in the last will and testament of late of, &c. deceased, send greeting :

WHEREAS, the said in and by his last will and testament, bearing date the day of A.D. 18 , did, amongst other things, give and bequeath unto his said daughter, the sum of payable in six months after his decease (or did give and bequeath to her an equal share of his estate, as the case may be ;) And of his said will appointed executor, as in and by the said will duly proved, and remaining in in and for the county of relation being thereunto had, appears.

Now know ye, that I, the said and my wife, have made, constituted, and appointed, and by these presents do make, constitute, and appoint of in the county of our true and lawful attorney, for us and in our names, and for our use, to ask, demand, sue for, recover, and receive, of and from the said executor as aforesaid, or in whose hands soever the same may be found, the said legacy or bequest mentioned in the said will, and also all such other sum or sums of money, debts, goods, wares, and demands whatsoever, which are or shall be due, owing, payable, and belonging to us by any means whatsoever, for or on account of her full share, part, or dividend of the estate aforesaid.

Giving and granting unto our said attorney, by these presents, full power and authority in and about the premises, to have, use and take, all lawful ways and means, in our names for the purposes aforesaid, and upon the receipt of any such debts, dues or sums of money (as the case may be) acquittances, or other sufficient discharges, for us, and in our names to make, seal and deliver.

And generally, all and every other act or acts, thing or things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for us and in our names to do, execute, and perform, as fully and amply, to all intents and purposes, as we ourselves might or could do, if personally present;

and attorneys one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke;

Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever our said attorney shall lawfully do in and about the premises, by virtue hereof.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY.

(Custom House.)

KNOW ALL MEN BY THESE PRESENTS, that I, of in the county of and Province of merchant, have made, constituted and appointed, and by these presents do make, constitute and appoint, of in the county of of the said Province, gentleman, my true and lawful attorney, for me and in my name, place and stead [*here set forth what the power is granted for*], to receive and enter at the custom-house at in the county of any goods, wares or merchandize imported by me, or which may hereafter arrive, that are consigned to me; to sign my name, and to seal and deliver for me, as my act and deed, any bond or bonds which may be required by the collector of customs at in the county aforesaid, for securing the duties on any such goods, wares or merchandize: Also to sign my name; to seal and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares or merchandize when exported; and generally, to transact all business at the said custom-house, in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I do hereby declare, that all bonds signed and executed by my said attorney shall be as binding on me as those signed by myself; and this power shall remain in full force and virtue until revoked by a written notice given to the said collector.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY.

(*To Manage and Sell Estates, &c.*)

Know all men by these presents, that I, of for divers good causes and considerations me hereunto especially moving, have made constituted and appointed, and by these presents do make, constitute and appoint of my true and lawful attorney, for me and in my name to enter into and upon, and to take possession of all and singular my messuages, farms, lands, tenements and hereditaments whatsoever, and wheresoever situate in . And also, for me and in my name to make sale of and convey all or any of the said premises, and to sign receipts for the purchase moneys, and to sign, seal and execute, and as my act and deed, acts and deeds, deliver good, sufficient and valid deeds of conveyance and assurance, for conveying the said premises or any part thereof to any purchaser or purchasers of the same, his, her or their heirs and assigns; and also, for me and in my name to contract with any person or persons for leasing any of the said premises, and to make, seal, deliver and execute any lease or leases, demises or grants, for any term or terms of years not exceeding years, in possession, and not in reversion, and at such rent or rents as my said attorney shall think proper; and also, for me and in my name to ask, receive and recover of all tenants and occupiers whomsoever, of all and every the said premises, all rents and arrears of rent, issues and profits due and owing, or which at any time or times hereafter shall grow and become due and owing on account of same premises, and if need be to distrain for, sue or prosecute for the same; and also, for me and in my name to commence and prosecute any action or actions, suit or suits, as well real as personal and mixed, or otherwise, in any court of law or equity in the said Province, in relation to the said premises, and the same to prosecute and follow, or to discontinue or become nonsuit therein, as my said attorney shall see cause; and generally for me and in my name to do, perform and execute all and whatsoever shall be requisite and necessary to be done in and about the premises, as fully and effectually, to all intents and purposes as I might or could do if personally present; hereby promising to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done by virtue of these presents: And lastly, I do hereby revoke and make void all former powers of attorney, authorities and deputations, by me at any time heretofore made, given or executed, in any of the matters or things above mentioned, to any other person or persons whomsoever.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER TO TRANSFER STOCK.

KNOW ALL MEN BY THESE PRESENTS, that I, of do make, constitute, and appoint of my true and lawful attorney, for me and in my name and behalf, to transfer, assign, and set over unto of (or, *any other person or persons*), shares in the capital stock of the bank, in standing in my name on the books of said *corporation*, and to do all necessary acts, and to make the necessary acquittances and discharges to effect the premises; (add, if desired, *and I do further empower him to substitute any person or persons under him with like power*); hereby ratifying and confirming all my said attorney (*or his substitute or substitutes*, to be added if desired,) shall lawfully do by virtue hereof.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER TO RECEIVE DIVIDENDS.

KNOW ALL MEN BY THESE PRESENTS, that I, of do constitute and appoint of to receive from the cashier of the bank (or the *treasurer of*) of the city of the dividend or dividends now due to me, on all stock standing in my name on the books of the said bank, and to receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY (REVOCATION OF).

WHEREAS I, of did on the day of A.D 18 , by a certain instrument in writing, or letter of attorney, make and appoint of to be my true and lawful attorney, in my name and for my use, to (*here set forth what the attorney was authorised to do, precisely in the language of the original power,*) as by the same writing, reference thereto being had, will fully appear; Now know all men by these presents, that I, the said for a good cause and valuable consideration, have revoked, recalled, and made void, and by these presents do revoke, recall, and make void to all intents and purposes, the said recited letter of attorney, and all powers or authorities therein granted, and all acts and things which shall, or may be done or performed by virtue thereof, in any manner whatsoever.

(*If another attorney is to be appointed, continue thus*:—"And further know ye, that I, the said do by these presents name, constitute, and appoint, and in my place and stead put and depute of to be my true and lawful attorney, etc.," or *as desired*.)

In witness whereof, &c., this day of A.D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY (REVOCATION OF).

(*Another form.*)

KNOW ALL MEN BY THESE PRESENTS, that I, of for divers good causes and considerations, me hereunto especially moving, have revoked countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void, a certain deed poll or power of attorney, under my hand and seal, bearing date to of given delivered and executed, and all powers and authorities whatsoever therein expressed and delivered.

As witness, &c, this day of A.D. 18 .

Signed, sealed, &c.

PROTEST (MARINE).

PROVINCE OF ONTARIO, }
County of }
To WIT: }

BY PUBLIC INSTRUMENT OF PROTEST, be it known and made manifest to all whom it doth or shall or may concern, that on the day of in the year of our Lord one thousand eight hundred and before me, a Notary Public, by Royal authority duly appointed, in and for the Province of Ontario, formerly constituting Upper Canada, residing at in the said county.

Personally appeared master, of the said of burthen, of the port of and brought with him mate on board of the said each of whom, by me being duly sworn according to law, on their solemn oaths, did depose, declare, and say as follows: That

And further these deponents say not.

Subscribed and sworn before me at in the County of severally by the said and this day of A.D. 18 .

Notary Public.

Wherefore I, the said Notary, at the request of the said master, of the said as well on his own behalf, as on behalf of his owners, freighters, officers and crew, have protested, and by these presents do most solemnly protest, against all and singular the cause and causes operating as aforesaid, to the serious detriment of the said her cargo, sails, rigging, and other gearing, or any part or portion thereof, and more especially against the storm and heavy winds and gales, high and dangerous seas, experienced on her late voyage, bound as aforesaid; and for all losses, costs, charges, damages, interest, and expenses whatsoever, suffered or sustained, for or by reason or means of the facts and circumstances set forth in the foregoing affidavit, to be claimed and recovered in time and place convenient. And these presents do serve and avail for that purpose.

In witness whereof, I have hereunto set my hand and official seal, the day of A.D. 18 .

Notary Public.

I, of the of , in the county of a Notary Public, by Royal Authority duly appointed, in and for the Province of Ontario, formerly constituting Upper Canada, do hereby certify that the within is a true copy of the deposition of and of the vessel taken before me, this day of A.D. 18 , and now filed in my office.

Notary Public.

PROTEST (NOTARIAL).

On this day of in the year of our Lord one thousand eight hundred and at the request of the holder of the hereunto annexed, I a Notary Public for the Province of Ontario, by Royal authority duly appointed, did exhibit the said unto at being the place where the same is payable, and there speaking to him did demand of the said to which demand he answered

Wherefore I, the said Notary, at the request aforesaid, have protested and do hereby solemnly protest, as well against all the parties to the said as against all other persons whom it may concern, for all interest, damages, costs, charges, expenses and other losses suffered or to be suffered, for want of of the said

And afterwards, on the day and year mentioned in the margin, I, the said Notary Public did serve due notice according to law, of the said presentation, non- and protest, of the said upon the several parties thereto, by depositing in Her Majesty's post office at being the nearest post office to the place of the said presentation, letters containing such notices, one of which letters was addressed to each of the said parties severally, the superscription and address of which letters are respectively copied below, as follows, that is to say :

In testimony whereof, I have hereunto set my hand and affixed my seal of office, the day and year first above written.

Notary Public.

Notices mailed the day of A.D. 18 .

Protest, $0.50. Postage Notices $

QUIT CLAIM DEED.

THIS INDENTURE, made (in duplicate) the day of A.D. 18 ,

BETWEEN of the first part; wife of the said party of the first part, of the second part; and of the third part:

WITNESSETH, that the said part of the first part, for and in consideration of of lawful money of Canada, to in hand paid by the said part of the third part, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), ha granted, released and quitted claim, and by these Presents, do grant, release and quit claim unto the said part of the third part and assigns, all estate, right, title, interest, claim and demand whatsoever, both at law and in equity, or otherwise howsoever, and whether in possession or expectancy, of, in, to or out of all and singular th certain parcel or tract of land and premises situate lying and being

Together with the appurtenances thereto belonging or appertaining; to have and to hold the aforesaid land and premises, with all and singular the appurtenances thereto belonging or appertaining, unto and to the use of the said part of the third part heirs and assigns, for ever; subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

In witness whereof, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture, &c.

(Usual Affidavit of Execution.)

RECEIPT FOR RENT.

LONDON, ONT., *1st September, 18* .

RECEIVED from the sum of one hundred dollars, for half-year's rent of store on street due this day.

$100.

RECEIPT IN FULL.

RECEIVED the day of A.D. 18 , from Mr. the sum of fifty dollars, in full of all demands.

$50.

RECEIPT ON ACCOUNT.

TORONTO, ONT., *12th October, 18* .

RECEIVED from Mr. the sum of one hundred dollars, on account of purchase-money of horse and buggy sold to him this day.

$100.

RECEIPT TO EXECUTOR.

RECEIVED the day of A.D. 18 , from and Esquires, executors of the last will and testament of deceased, the sum of one thousand dollars, in full of all demands against the estate of the said

$1,000.

RELEASE, GENERAL, OF ALL DEMANDS.

This Indenture, made the day of A.D. 18 , Between of the first part; and of the second part.

Whereas, there have been divers accounts, dealings and transactions between the said parties hereto respectively, all of which have now been finally adjusted, settled and disposed of, and the said parties hereto have respectively agreed to give to each other the mutual releases and discharges hereinafter contained in manner hereinafter expressed.

Now therefore these Presents witness, that in consideration of the premises and of the sum of one dollar, of lawful money of Canada to each of them, the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), each of them the said parties hereto respectively, doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators, and assigns, remise, release and forever acquit and discharge the other of them, his and her heirs, executors, administrators and assigns, and all his, her and their lands and tenements, goods, chattels, estate and effects respectively whatsoever and wheresoever, of and from all debts, sum and sums of money, accounts, reckonings, actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise howsoever, which either of the said parties now have, or has, or ever had, or might or could have against the other of them, on any account whatsoever, of and concerning any matter, cause or thing whatsoever between them, the said parties hereto respectively, from the beginning of the world down to the day of the date of these presents.

In witness, &c.

Signed, sealed, &c.

GENERAL RELEASE (BY DEED POLL).

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of to in hand paid by have remised, released and forever discharged, and by these presents do for heirs, executors, administrators and assigns, remise, release and forever discharge the said heirs, executors and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which ever had or now have or which or heirs, executors, administrators or assigns hereafter can, shall or may have by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

In witness whereof have hereunto set hand and seal this day of A.D. 18 .

Signed, sealed, &c.

RELEASE TO A GUARDIAN.

KNOW ALL MEN, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues and demands whatsoever, which he the said A. B. ever had, now hath, or which he, his executors and administrators, at any time hereafter can or may have, claim or demand against the said C. D., his executors or administrators, for, touching and concerning the management and disposition of any of the lands, tenements and hereditaments of the said A. B., situate, &c., or any part thereof, or for or by reason of any moneys, rents or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter cause or thing whatsoever relating thereto, from the beginning of the world to the day of the date hereof.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

RELEASE TO EXECUTORS ON PAYMENT OF LEGACY.

KNOW ALL MEN BY THESE PRESENTS, that of and his wife, late one of the daughters and legatees named in the will of late of deceased, do hereby acknowledge that they have this day had and received of and from and executors of the last will and testament of the said deceased, the sum of in full satisfaction and payment of all such sum or sums of money, legacies and bequests as are given and bequeathed to the said by the last will and testament aforesaid, and all interest accrued therefrom.

And therefore the said and his wife do by these presents, remise, release, quit-claim and forever discharge the said and their heirs, executors and administrators, of the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other acts, matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

RELEASE FROM LEGATEE ON COMING OF AGE.

KNOW ALL MEN BY THESE PRESENTS, that whereas A. B., of made his last will and testament in writing, bearing date and among other legacies therein contained, did give and bequeath unto me, C. D., of his son, the annual sum of to be paid to me quarterly, until I should attain the age of tweny-one years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear; anp whereas the said E. F. and G. H. did jointly accept of the said executorship and trust, and I, the said C. D., have attained my said age of twenty-one years; and whereas the said E. F. and G. H. have made up an account with me the said C. D., of all moneys received and paid by the said E. F. and G. H., and all transactions in pursuance of the said executorship and trust; and have not only paid me the said C. D., the balance of such accounts but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B.: Now know ye, that I the said C. D. being fully satisfied in the premises, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim, unto the said E. F. and G. H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had and received in pursuance of the said trust, or by means of their being executors to the said A. B. as aforesaid; and also of and from all other reckonings accounts and demands whatsoever, from the beginning of the world to the day of the date of these presents.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

RELEASE OF A TRUST.

To ALL, &c., A. B., of, &c., sendeth greeting:

WHEREAS, by Indenture bearing date made between, &c. [*here recite the deed*], in which said Indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of : Now, know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released and surrendered, assigned and set over, and by these presents for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege and demand whatsoever, which I, the said A. B., have or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said Indenture contained, mentioned and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim challenge or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any covenant therein contained, but thereof and therefrom, and from all actions suits and demands, which I, my executors, administrators or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

RELEASE OF A PROVISO OR CONDITION.

Know all men, &c., that I, A. B., of for divers good considerations, me hereunto moving, have remised, released and quit-claimed, and by these presents, for me, my executors, administrators and assigns, do, &c., unto of his heirs, executors, administrators and assigns, as well a certain proviso or condition, and all and every the sum and sums of money specified in the same proviso or condition, contained or comprised in an Indenture, of &c., bearing date, &c., made between me the said A. B., of the one part, and the said of the other part, and also all and all manner of actions and suits, cause and causes of actions and suits, for or concerning the said proviso or condition.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

RELEASE OF EQUITY OF REDEMPTION.

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , in pursuance of the Act respecting Short Forms of Conveyances: BETWEEN

WHEREAS, by an Indenture dated the day of one thousand eight hundred and did grant and mortgage unto the lands hereinafter described, for securing payment of the sum of and interest, as therein mentioned:

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, in consideration of the sum of of lawful money of Canada, to well and truly paid by the said part of the second part (the receipt whereof is hereby acknowledged), do grant, release and confirm unto the said part of the second part, heirs and assigns, all And also all estate, right, title, interest and equity of redemption of and in the said lands which said part of the first part now ha or may hereafter claim, either at law or in equity, of, in, to or out of the said lands:

TO HAVE AND TO HOLD unto the said part of the second part heirs and assigns, to and for and their sole and only use for ever; subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown:

The said part of the first part covenant with the said part of the second part that he ha the right to grant and release the equity of redemption of the lands before described: And that the said part of the first part ha done no act to encumber the said lands: And that the said part of the second part shall have quiet poesession of the said lands: And that the said part of the first part will execute such further assurances of the said lands as may be requisite.

In witness whereof, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture, &c.

(Usual Affidavit of Execution.)

RELEASE OF DOWER (BY WIDOW).

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , BETWEEN

WHEREAS, of the of in the county of in the Province of by an Indenture dated the day of one thousand eight hundred and for the consideration therein mentioned did grant and convey to therein described heirs and assigns, all that certain piece or parcel of land, situate, lying and being .

And whereas the said departed this life on the day of one thousand eight hundred and leaving his wife the party of the first part him surviving.

And whereas the said party of the first part, the wife of the said did not join in the execution of the said Indenture, and at the request of the said party of the second part she hath agreed to execute these presents for the purpose of releasing her dower in the said lands and premises hereinbefore described.

Now THIS INDENTURE WITNESSETH, that the said party of the first part, in consideration of the premises and of the sum of dollars of lawful money of Canada to her in hand well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth grant, release and quit claim unto the said party of the second part, heirs and assigns, all dower and all right and title thereto which she the said party of the first part now hath in the said land before mentioned, or can or may or could or might hereafter in anywise have or claim whether at common law or otherwise howsoever in to or out of the lands and premises before mentioned and described.

To have and to hold the same unto the said party of the second part heirs and assigns for ever.

In witness whereof, &c.

Signed, sealed, &c.

RECEIVED on the day of the date of this Indenture from, &c.

(Usual Affidavit of Execution.)

RELEASE OF DOWER (BY WIFE).

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , BETWEEN

WHEREAS, the said party of the second part, the now present husband of the said party of the first part, by an

Indenture dated the day of one thousand eight hundred and for the consideration therein fully set forth did grant and convey to therein described heirs and assigns; that certain piece or parcel of land, being

And whereas the said party of the first part, did not join in the execution of the said Indenture for the purpose of barring her dower in the land thereby conveyed, and she hath at the request of the said party of the third part agreed to execute these presents by and with the full consent of the said party of the second part testified by his execution hereof.

Now this Indenture witnesseth, that the said party of the first part, in consideration of the premises and of the sum of of lawful money of Canada, to her in hand well and truly paid by the said party of the third part, the receipt whereof is hereby acknowledged, doth (with the approbation and consent of the said party of the second part) grant and release unto the said party of the third part heirs and assigns, all dower and all right and title thereto which she, the said party of the first part, now hath or in the event of her surviving her said husband, the said party hereto of the second part may have in the said land before mentioned, or can or may or could or might hereafter in anywise have or claim, whether at common law or otherwise howsoever, in to or out of the lands before mentioned.

To have and to hold unto the said party of the third part heirs and assigns forever.

In witness whereof, &c.

Signed, sealed, &c.

Received on the day of the date of this Indenture from, &c.

(Usual Affidavit of Execution.)

RELEASE FROM ONE JOINT TENANT TO ANOTHER.

This Indenture, made the day of A.D. 18 , Between D. J., of widow of W. J., late of and sister of S. C., of of the one part, and the said S. C., of of the other part.

Whereas the said D. J. and S. C. are and stand jointly seized to them and their heirs, of and in all those messuages, &c., situate in the township of in the county of [*here insert an accurate description*].

Now this Indenture witnesseth, that for and in consideration of the sum of by the said S. C. to the said D. J. in hand paid at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), she, the said D. J., hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said S. C. and his heirs, all and singular the above mentioned messuages, farms, lands, tenements, hereditaments and premises hereinbefore mentioned, to be the joint estate of them the said D. J. and S. C., with their and every of their appurtenances, and all ways, &c., and the reversion, &c., and all the estate, &c.: To have and to hold the said messuages, farms, lands and premises, with their appurtenances, to the said S. C. and his heirs, to the only proper use and behoof of the said S. C., his heirs and assigns forever. [Add covenants by D. J. that she is lawfully seized of one moiety of the premises, in joint tenancy with the said S. C., hath good right to grant, for quiet enjoyment, free from incumbrances, and for further assurance.]

In witness, &c.

Signed, sealed, &c.

SETTLEMENT OF PERSONAL PROPERTY.

This Indenture, made the day of A.D. 18 , Between of , bachelor of the first part, of , spinster, of the second part, and of and of of the third part, in consideration of an intended marriage between the said and , witnesseth as follows:—

1. The said and shall hold $ transferred into their names by the said and the lease of at , in the county of , assigned to them by the said , by an Indenture of even date herewith, upon trust that they and the survivor of them, his executors and administrators, or their or his assigns, after the said marriage, and during the joint lives of the said parties, shall pay the income of the trust premises to the said for her sole and separate use (and so that no anticipation thereof shall be valid), and after the death of either of them, to the survivor, during his or her life.

2. Subject to the foregoing trusts, the premises shall be held upon trust for such children or child of the marriage, and in such manner as the said parties shall by

deed appoint; and so far as there shall be no such appointment, then as the survivor shall by deed, will or codicil appoint; and so far as the same shall be unappointed in trust for the children of the marriage equally, or child, if but one, who shall attain twenty-one, or being a daughter, or daughters, shall marry, but so that no child shall take an unappointed share without bringing his or her appointed share into account.

3. And, on failure of the foregoing trusts, upon trust for the said his executors and administrators.

In witness, &c.

Signed, sealed, &c.

SETTLEMENT OF WIFE'S PERSONAL ESTATE IN CONTEMPLATION OF MARRIAGE.

THIS INDENTURE of three parts, made this day of A.D. 18 by and between A. B., of spinster, of the first part, C. D., of Esquire, of the second part, and E. F., of gentleman, of the third part, witnesseth,

THAT, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. B. is possessed of certain personal estate, to wit, the sum of which is now deposited with the Company in the City of Toronto, forty shares of the capital stock of the bank in eleven shares in the capital stock of the bank in all which said A. B., with the consent of said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit;

Now, therefore, in consideration of the premises, and of one dollar paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged), the said A. B. doth hereby assign, transfer and set over to the said C. D. and his executors and administrators, all the moneys, property and effects above mentioned (whereof separate transfers, according to the usages and rules of the aforesaid corporations, have been made, of even date herewith); To hold the same to him the said C. D. and his executors and administrators, upon the special trusts and for the use and purposes following, and none others, namely:

In the first place, that, until the solemnization of the said marriage, the said C. D. shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits and dividends arising from the said moneys and effects, and from any other estate which may be substituted therefor, as is hereinafter provided.

Secondly.—That from and after the solemnization of the said marriage, and during the coverture of the said A.B., the said C. D. shall receive and collect the incomes, profits and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and, after deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A. B. upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

Thirdly.—That, in case of the decease of the said

A. B. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she the said A. B. by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take and receive the same; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said A. B. by the statute for the distribution of intestates' estates.

Fourthly.—That, in the event of the decease of the said E. F., leaving the said A. B. surviving, all the property then held in trust under this indenture shall be transferred and conveyed back to the said A. B.; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

Fifthly.—That the said trustee shall have power, with the approbation or at the request of the said A. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate, according to the written direction of the said A. B.; and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts, as are declared in and by this indenture, of and concerning the property and estate first above mentioned, and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

Sixthly.—That, in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators shall convey, transfer and pay over the whole of the trust estate then held by him to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees under this indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property shall be a complete acquittance and discharge to the said party of the second part, his executors and administrators; and in like manner other new trustees may be appointed from time to time, as occasion may require.

And the said party of the second party doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

And the said party of the third part doth hereby signify his assent to the provisions of this indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this indenture.

In witness, &c.

Signed, sealed, &c.

SETTLEMENT OF WIFE'S REAL AND PERSONAL ESTATE IN CONTEMPLATION OF MARRIAGE.

THIS INDENTURE of three parts, made this day of A.D. 18 , by and between A. M., of spinster, of the first part, W. M. and R. M., of of the second part, and H. B., of clerk, of the third part,

WITNESSETH, that whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A.M. is possessed of certain real and personal estate, to wit, one undivided seventh part of all the estate, real and personal, whereof her late father, W. M., Esquire, died, seized and possessed, all which the said A. M., with the consent of the said party of the third part, is minded and disposed to transfer and convey unto the said parties of the second part, in trust for her own proper use and benefit:

Now, therefore, in consideration of the premises, and of one dollar paid to the said A. M. by the parties of the second part (the receipt of which is hereby acknowledged), the said A. M. doth hereby give, grant, bargain, sell and convey unto the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, one undivided seventh part of all the estate of which the said W. M., Esquire, died, seized and possessed, consisting of real estate, bank, insurance, and manufacturing stocks, furniture and other personal property, wheresoever the same may be situated; To have and to hold the same to the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns forever, but upon the special trusts and for the uses and purposes, and subject to the powers and obligations following, and none other, namely:

First.—That until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A. M., and shall pay over to her, or empower her to receive for her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

Secondly.—That from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income and dividends of the said trust estates and moneys, or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A. M., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

Thirdly.—That in case of the decease of the said A. M., after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the said A. M., by any instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same: And the said trustees shall forthwith execute and deliver all such deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income, and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair: And from and after the decease of the said husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. M. as would be entitled to the same in and by the statutes of this Province now in force, regulating the distribution of intestates' estates, in case the said A. M, had died, seized and possessed thereof intestate; And the trustees shall execute and deliver all such deeds and instruments as may be needful to transfer the said trust estate or funds unto the persons hereby specified and named.

Fourthly.—That in the event of the decease of the said party of the third part, leaving the said A. M. him

And it is hereby expressly agreed by and between all parties hereto that notwithstanding anything herein contained that if it should happen that a case of necessity of sufficient importance to require any part of the principal to be paid to the said party of 1st pt and be so deemed by a Judge of the Court of Chy for Ontario to whom application for that purpose shall be made and such Judge shall grant his certificate or order for that purpose under the seal of the Court it shall and may be lawful for said parties of 2nd part to pay to said party of first part out of the principal of the said trust premises such sum or sums of money as such Judge shall certify as aforesaid in his opinion to be just and proper under the circumstances on the case made out before him — And it shall also be lawful for said parties of the 2nd part to retain the amount of costs of such application for any such order or orders certificate or certificates — All such sum or sums of money so to be paid to said party of the 1st part to be in all respects on the same terms as if such part or parts of the principal were a part of the ordinary income of said trust premises —

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surviving all the estates and property then held in trust under this indenture, shall be conveyed and transferred back to the said A. M., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

[*Further provisions may be added respecting insurance, &c., and other duties of the trustees, as the case may require.*]

In witness, &c.

Signed, sealed, &c.

SETTLEMENT OF A POLICY ON HUSBAND'S LIFE EFFECTED IN THE NAME OF TRUSTEES.

THIS INDENTURE, made the day of A.D. 18 ,

BETWEEN A. B., of bachelor, of the first part, C. D., of spinster, of the second part, and E. F., of and G. H., of of the third part, witnesseth as follows:

1. In consideration of an intended marriage between the said A. B. and C. D., it is agreed that, after the said marriage, the said E. F. and G. H., their executors, administrators and assigns, shall hold the moneys receivable on a policy for on the life of the said A. B., granted on the day of by the Insurance Company, in the names of the said E. F. and G. H., and numbered and also the moneys receivable under every policy effected under the powers hereinafter given.

2. Upon trust that the said E. F. and G. H., or the

survivor of them, his executors or administrators or their or his assigns (with the written consent of the said A. B. and C. D., and after the death of either, with the written consent of the survivor if living), shall invest the said moneys and the moneys realized under this trust in or upon any public stocks, funds or securities.

3. The said trustees shall pay the income of the premises to the said C. D., if she shall survive the said A. B., during her life.

4. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, as the said A. B. and C. D. shall by deed or will appoint, and so far as the same shall be unappointed in trust for such children equally, or child if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry; but so that no child shall take any unappointed share without bringing his or her appointed share into account.

5. On failure of the foregoing trusts the premises shall be held in trust for the said A. B., his executors, administrators and assigns.

6. Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue of any arrangement to be entered into for that purpose with the said company or otherwise.

7. The said A. B., for himself, his heirs, executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that he, the said A B., will pay the premiums on the said policy when due and will do or suffer nothing whereby the same may become void, voidable or lapsed, and, in the event of

such policy becoming void, voidable or lapsed, will at his own cost do all acts required to enable a policy in lieu thereof to be effected. And will repay to the said E. F. and G. H., their executors or administrators, on demand, with interest at per cent. per annum, all sums paid by them for effecting or keeping up the said policy or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the said policy already effected.

In witness, &c.

Signed, sealed, &c.

SETTLEMENT OF A POLICY ON THE HUSBAND'S LIFE, AND ASSIGNED BY HIM TO THE TRUSTEES.

This Indenture, made the day of A.D. 18 ,

Between A. B. of &c. of the first part, C. D, of &c. of the second part, and E. F. of &c. and G. H. of &c. of the third part, witnesseth as follows :—

1. In consideration of an intended marriage between the said A. B. and C. D., the said A. B. assigns unto the said E. F. and G. H., their executors and administrators, a policy for on the life of the said A. B., granted to him on the day of 18 , by the Insurance Company, and numbered

2. Upon trust that after the said marriage the said E. F. and G. H., and the survivor of them, his executors or administrators, or their or his assigns (with the written consent of the said C. D. if living, and after the death of

either with the written consent of the survivor if living), shall invest the moneys receivable on the said policy, and on any other policy effected under the powers hereby given in or upon any public stocks, funds or securities.

(Insert Clauses 3, 4, 5, and 6, as in last Form.)

7. The said A. B., for himself, his heirs, executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that, notwithstanding anything by the said A. B. done or knowingly suffered, he is entitled to execute this assignment of the premises free from incumbrances, and that he and every person claiming under or in trust for him, shall, at his own costs, do all acts required for perfecting such assignment or recovering the moneys due under the same policy, or any other policy made pursuant to the trusts hereby created. And that the said A. B. will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable, or lapsed, and in the event of the said policy becoming void, voidable or lapsed, will at his own costs do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand, with interest at   per cent. per annum, all sums paid by them for effecting or keeping up the said policy, or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the policy hereby assigned.

In witness, &c.

Signed, sealed, &c.

APPOINTMENT, BY WIFE, OF PERSONAL ESTATE, TO TAKE EFFECT ON HER DECEASE.

To all to whom these Presents shall come,

I, wife of of, &c., send greeting:

Whereas, by Indenture triparite, bearing date, &c., made between the said (by her then name and addition of of, &c., spinster,) of the first part, the said of the second part, and and of the third part, it was agreed by the said parties that the said and amongst other things, should stand possessed of certain capital stock in, &c., in the said indenture mentioned to have been transferred, on the day of the date thereof, to the said and by the said and any other estate which might thereafter be substituted therefor, in trust to receive and collect the incomes, profits and dividends of the said capital stock or substituted estate, so often and whenever the same should be payable, and to pay over the same, or so much thereof as the said should not direct to be added to the principal for the purpose of accumulation to the said during her coverture, upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whatsoever; and in trust, upon the decease of the said during the lifetime of her said husband, to transfer and pay over the said capital stock or substituted estate to such person or persons as she the said by any instrument or note in writing subscribed by her in presence of at least two credible witnesses, should order and appoint to take and receive the same:

Now know ye, that I the said by virtue and in pursuance of the said powers and limitations in the said Indenture contained, and in pursuance of every other power and authority in me now being, do direct and appoint the said and as soon after my decease as conveniently may be, to transfer and pay over to of, &c., the whole of the said capital stock or substituted estate, and the incomes, profits and dividends thereon accrued, which shall not have been received by me, to her sole and separate use, according to the limitations, trust, and true intent of the said indenture.

In witness, &c., this day of A.D. 18 .

Signed, sealed, &c.

APPOINTMENT TO CHANGE INVESTMENTS.

To all to whom these Presents shall come,

I, wife of of &c., send greeting:

Whereas, by Indentures tripartite, bearing date, &c., made between, &c., it was agreed by the said parties that the said and trustees therein named, should stand possessed of shares in the Bank of &c., and all dividends, incomes, and profits thereon, in trust for the sole and separate use of me the said during my coverture; and that the said and should have power with the approbation, or at the request of me the said expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal, or in real estate, according to the written direction of me the said and that the estate so purchased should be had and held by the trustees for the same uses and purposes, and upon the same trusts, as are declared in and by the said Indenture of and concerning the said bank shares; and that the same might be sold, and the proceeds re-invested from time to time in the like trust.

Now know ye, that I, the said by virtue of the power of appointment limited to me in the before recited instrument, and of every other power and authority hereunto enabling me in this behalf, do hereby request, authorize, and appoint the said trustees to make sale of the whole of the said bank shares, and the proceeds thereof to invest by purchase in a certain tract or parcel of land, situate &c., *(describe the particular estate;)* and I do further declare, limit, and appoint the said *(trustees)* and their heirs, to stand seized of the said real estate to the same uses and purposes, and upon the same trusts, as in the said Indenture are declared of and concerning the said bank shares.

In witness, &c., this day of A.D. 18 .
Signed, sealed, &c.

SEPARATION, DEED OF.

This Indenture, made the day of A.D. 18 .

Between A. B., &c., of the one part, and D. E., &c., and C., wife of the said A. B., of the other part.

Whereas some unhappy differences have lately arisen between the said A. B. and C., his wife, and they have mutually agreed to live separate and apart from each other; and previous to such separation he the said A. B. hath consented thereto, and also proposed and agreed that he, out of his own proper moneys would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of clear of all taxes, charges, and deductions whatsoever payable to her in such manner as hereinafter is mentioned (subject nevertheless to the proviso hereinafter contained, respecting the payment of the said annuity), and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of towards her funeral expenses.

Now this Indenture witnesseth, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors and administrators, and for every of them, covenant, promise and agree, to and with the said D. E., his &c., in manner and form following (that is to say), that it shall and may be lawful to and for the said C., his wife, and that he the said A. B. shall and will permit and suffer her the said C., from time to time, and at all times from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said C., from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she was a feme sole and unmarried, shall think fit.

And that the said A. B. shall not, nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb or trouble her, for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or entertaining her; nor shall nor will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be: or send, or cause to be sent, any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen, woollen, household goods, or stock-in-trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same as if she were a feme sole and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of free and clear of all charges, taxes, and deductions whatsoever; the said annuity or yearly sum of to be paid and payable to her the said C. and her assigns, during her natural life, in four equal payments, each amounting to the sum of on the first days of March, June, September and December in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on or within ten days next following.

In consideration of which sum of per annum, so hereby made payable to her the said C., in manner as aforesaid, she the said C. doth hereby agree to accept and take the same, in full satisfaction for her support and maintenance and all alimony whatsoever during her coverture.

PROVIDED ALWAYS, and it is hereby expressly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them and these presents is and are, that in case he the said A. B., his executors or administrators, shall at any time hereafter be obliged to and shall actually pay any debt or debts which she the said C., his wife, shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to, and reimburse him and themselves out of the said annuity or yearly sum of so hereby made payable to her the said C. as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt or debts, to be by her the said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges and damages, which he or they shall or may pay or sustain on account thereof, anything herein contained to the contrary thereof in anywise notwithstanding.

In witness, &c.

Signed, sealed, &c.

SURRENDER OF LEASE.

KNOW ALL MEN BY THESE PRESENTS, that in the within written Indenture named and described, in consideration of the sum of lawful money of Canada, to in hand well and truly paid by at or immediately before the sealing and delivery hereof, the receipt whereof do hereby acknowledge; Do by these presents assign, surrender and yield up unto the said his heirs, executors, administrators and assigns, all and singular the lands, hereditaments and premises comprised and described in the within Indenture of Lease, and thereby demised, together with all the rights, members and appurtenances to the same belonging or in anywise appertaining; and all the estate, right, title, interest, benefit of renewal, claim and demand whatsoever, either at law or in equity, of the said in, to, out of or upon the same premises: To the intent that by virtue of these presents, the residue now unexpired of the term of years of and in the said hereditaments and premises created by the within Indenture of Lease, and all other estate, term and interest therein by virtue of the said Indenture, may merge in the freehold reversion and inheritance of the said premises, and be thereby extinguished.

And the said for heirs, executors and administrators, do hereby covenant with the said heirs, executors, administrators and assigns, that the said now ha in good right, full power and lawful and absolute authority to assign, surrender and yield up the said hereditaments and premises in manner aforesaid, and according to the true intent and meaning of these presents.

In witness, &c.

Signed, sealed, &c.

SURRENDER OF LEASE.

(Another form.)

To ALL, &c., A. B., of, &c., sendeth greeting:

Whereas, by Indenture, &c. [*recite the lease*]. Now know ye that I, the said A. B., in consideration of to me in hand paid by C. D., of &c., the receipt, &c., do hereby, for myself, my, &c., surrender and yield up, from the day of the date hereof, unto the said C. D., his, &c., the said Indenture of Lease, and all the messuages and premises aforesaid, and the term of years therein yet to come, with all my right, title and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of said Indenture or otherwise howsoever; and that free and clear, and freely and clearly, &c. *(against incumbrances.)*

In witness, &c.

Signed, sealed, &c.

TRANSFER OF SHARES IN A COMPANY.

FOR VALUE RECEIVED, I of assign the whole of my right, title and interest, of, in and to shares in the Company of to of and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive in his or their name or names, certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them.

Witness, &c.

TRANSFER OF SHARES OF STOCK.

FOR VALUE RECEIVED, I named in the certificates hereto annexed, which are numbered as follows, namely: No. to No. assign the shares of stock therein mentioned, to of and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names, certificates for the said shares; hereby obliging myself, my heirs and executors, at the request of the said or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them.

Witness, &c.

TRUST DEED OF A CHURCH.

THIS INDENTURE, made (in duplicate) the day of A.D. 18 , in pursuance of the Act passed in the 35th year of the reign of Her Majesty Queen Victoria, and chaptered 107, and in pursuance of the Act respecting Short Forms of Conveyances; and in pursuance of the Act of the Legislature of Ontario, passed in the year of Her Majesty's reign, chaptered entitled "An Act respecting the Church of Canada:"

BETWEEN of the first part, and the Trustees of the Congregation of the Church of Canada, of the part.

WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said Trustees to the said part of the first part (the receipt whereof is hereby acknowledged) he the said part of the first part do grant and assign unto the said Trustees and their successors in the said trusts

All and singular th

To HAVE AND TO HOLD the said parcel or tract of land and premises unto and to the use of the said Trustees and their successors in the said trusts, upon the following trusts, namely:

UPON TRUST, &c.

The said part of the first part covenant with the said parties of the part, and their successors in the said trust, that ha the right to convey the said lands to the said parties of the part and their successors in the said trust, notwithstanding any act of the said part of the first part.

And that the said parties of the part, and their successors in the said trust, shall have quiet possession of the said lands, free from all incumbrances.

And that the said part of the first part will execute such further assurances of the said lands as may be requisite.

And that will produce the title deeds enumerated hereon, and allow copies to be made of them at the expense of the said parties of the part, and their successors in the said trust.

And that the said part of the first part ha done no act to encumber the said lands.

And the said part of the first part release to the said parties of the part, and their successors in the said trust, all claims upon the said lands.

And the said party of the part hereby bars her dower in the said lands.

In witness, &c.

Signed, sealed, &c.

Received, &c.

(Usual Affidavit of Execution.)

INSTRUCTIONS FOR EXECUTING FOREGOING.

The *party of the first part* is to be the grantor, or person conveying the land.

The *party of the second part* is to be some member of the congregation, or other person, to whom the *legal* estate is to be conveyed, in order that, under the provisions of the deed, and by force of the *Statute of Uses*, it may vest, in the first place, in the trustees of the congregation; and, in the event of the congregation ceasing to exist, as directed by the deed.

The *parties of the third part* will be the trustees of the congregation *by whatever name* that shall be chosen by the congregation. A convenient corporate name will be "*The Trustees of the Church at* ;" "*The Second Church at* ," or "*Zion Church at* ," without using the word "*Trustees.*"

The *party of the fourth part* will be the wife of the grantor, and will be a party for the purpose of barring dower. Should there be no wife, the only alteration required is the erasure, by the pen, of the reference to the party of the fourth part, and of the clause containing the bar of dower.

The trustees should *adopt a corporate seal*, and may execute the deed by affixing their seal thereto; their chairman signing as chairman, but the others not signing. Execution by the trustees is not essential to the operation or validity of the conveyance.

It is recommended that, whenever practicable, congregations obtain the services of careful solicitors, to see that their deeds are properly filled up, executed, and proved for registering.

WILLS.

GENERAL DIRECTIONS FOR EXECUTING WILLS.

State as simply and concisely as possible, the manner in which you desire to dispose of your property. Attention must be paid to the formalities required in the execution of the will, as expressed in the attestation clause at the end.

All property may be disposed of by will. No person under the age of twenty-one years can make a will.

Every will should be signed at *the foot or end thereof* by the person making it, or by some other person, in his presence and by his direction, he making his mark thus X, and such signature must be in the presence of *two witnesses*, at least, who must sign their names under the attestation clause *before leaving the testator's presence*, in his presence, and in the presence of each other.

Against every *alteration and interlineation*, made before the will is executed, the testator and the witnesses must put their names, or initials, or which is better, enumerate them in the attestation clause. Nothing should be scratched out, or erased, or the will might be held incapable of proof.

No legatee under the will, should be a witnes
the will would not be affected thereby, the gift
person, or to the wife or husband of such person

An executor is a good witness, but any legacy t
is thereby made void. It is better he should not be

A legacy to a friend is made void or "lapses" by
death before the testator's.

A legacy to a testator's child, or other issue, does not lapse by his death, if he has any issue living at the testator's death; but the legacy takes effect as if he had died immediately after the death of the testator.

A soldier in actual military service, and a mariner at sea, may dispose of his personal property by any written paper signed by him, though not attested.

A will is revoked by the marriage of the person making it; except by marriage, it can only be revoked by another will, or by destruction. After the will has been duly executed, no addition or alteration may be made except by a fresh will, or codicil, which must be attested in the same manner as the original will.

After acquired property passes by the will.

WILL GIVING PROPERTY TO WIFE AND APPOINTING HER EXECUTRIX.

I, A. B., of, &c., declare this to be my last will and testament. I do hereby give unto my dear wife
all my real and personal estate whatever and wheresoever, to hold unto her, her heirs, executors and administrators, according to the respective natures and qualities of the said premises, absolutely and forever. And

I hereby appoint my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils, testamentary dispositions and appointments whatsoever by me at any time heretofore made.

In witness whereof I, the said A. B., the testator, have to this my last will and testament contained in this and the preceding sheets of paper, set my hand and seal this day of A.D. 18 .

Signed by the said testator, as and for his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

WILL, GIVING TO ONE PERSON ALL TESTATOR'S REAL AND PERSONAL ESTATE.

THIS IS THE LAST WILL AND TESTAMENT of me [*testator's name and description*]. I devise and bequeath all the real and personal estate to which I shall be entitled at the time of my decease, unto [*devisee's name, description and addition*], absolutely, and I appoint the said sole executor of this my will; hereby revoking all former testamentary writings.

In witness, &c., (as before) this day of A.D. 18 .

Signed, &c., as before.

WILL, GIVING INCOME TO WIFE FOR LIFE, AND AFTERWARDS CAPITAL TO CHILDREN.

I, A. B., of, &c., hereby declare this to be my last will and testament. I give all my real and personal estate unto C. D. and E. F., their heirs, executors and administrators, upon trust, to sell and convert into money such real and personal estate, and to invest the sum or sums of money thus arising in the names of my said trustees in or upon the public stocks, funds or securities, or any real securities, and to vary the investment from time to time for any other of like nature. And to pay the annual income thereof to my dear wife during her life, if she shall so long continue my widow; and after her decease or second marriage, then, as to the said trust fund and the yearly produce thereof, upon trust for all my children who, being sons, shall attain the age of twenty-one years, or, being daughters, shall attain that age or marry, in equal shares.

And I authorize my said trustees or trustee, at any time after the decease or second marriage of my said wife, to apply the whole or part of the income of the presumptive share or shares of any child or children of mine who, being a son or sons, shall be under the age of twenty-one years, or, being a daughter or daughters, shall be under that age and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares (not exceeding one-half thereof) towards the advancement in life of any such children respectively.

And I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all claims made upon my estate, whether the same shall be supported by legal evidence or not, and also to refer to arbitration any dispute respecting any debt claimed to be owing to or from me, and generally to act in the premises as my said trustees or trustee shall in their or his discretion think fit; and all receipts given by my said trustees or trustee, acting in the execution of the trusts herein contained, shall exonerate the parties taking the same from all responsibility with respect to the application of the moneys therein expressed to be received.

And I hereby authorize the acting trustees or trustee of this my will, and the executors or administrators of the last acting trustee, by any instrument in writing, to substitute any person to be a trustee in the stead of any trustee who shall die, continue to reside abroad, disclaim, neglect, refuse, or become incapable to act in the trusts aforesaid, and all the said trust estates or premises shall forthwith be transferred, so as to vest the same in such new trustee or trustees, either jointly with the surviving or continuing trustee or trustees, or solely, as the case may be, and such new trustee, as well before as after such transfer, shall have the same powers as if originally appointed a trustee by this my will.

And I declare that the trustees for the time being of this my will shall respectively be chargeable only with such moneys as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker, or other person in whose hands any of the trust funds shall be placed, nor for the insufficiency or deficiency of any stocks, funds, shares or securities, nor otherwise, for involuntary losses. And I appoint the said C. D. and E. F. to be executors of this my will.

revoke

In witness, &c. (as before) this day of A.D. 18 .

Signed, &c., as before.

WILL OF MARRIED WOMAN MAKING AN APPOINTMENT UNDER A POWER IN A WILL.

I, wife of of in exercise of my power under the will of my father appoint that the trust premises therein comprised shall, after my death, be held in trust for my children in the following proportions, namely, one-half for my child and a quarter for each of my children and

Signed by me this day of A.D. 18 .

Signed, &c., as before.

ANOTHER FORM GIVING EACH CHILD A SPECIFIC PORTION OF THE PROPERTY.

I, wife of of in exercise of my power under the will of my father appoint that the trust premises comprised in such power shall, after my death, be held in trust as follows, namely, that portion which is invested in for my child ; that portion which is invested in a mortgage on for my child ; and that portion which is invested in Railway Debentures for my son

Signed by me this day of A.D. 18 .

Signed, &c., as before.

WILL OF MARRIED WOMAN APPOINTING INCOME TO HER HUSBAND.

I, wife of of in exercise of my power under the will of my father appoint that the income of the trust premises comprised in such power shall be paid to my husband, if he shall survive me, for his life.

Signed by me this day of A.D. 18 .

Signed, &c., as before.

CODICIL TO A WILL.

This is a codicil to the last will and testament of me of, &c., bearing date the day of A.D. 18 *(the date of the will).*

I do hereby revoke the bequest of all my household furniture to my son and do give and bequeath the same to my daughter to and for her own absolute use and benefit for ever.

I give and bequeath to my daughter in addition to the legacy bequeathed to her by my said will, the further sum of

In all other respects I do confirm my said will.

In witness, &c. (as before) this day of A.D. 18 .

Signed, &c., as before.

3 6105 063 148 071